MICROFILM

START OF ROLL

ROLL NO. 7

CONSTRUCTION CONTRACTS

Begins with
Contract # 922

CONTRACT #922,

PR 128-B Winchester Bay-Lakeside- 1927-1929
Coos Co. Line

Folder # 2

922

A922
100F

PR 128-B,

March 8, 1929

Hal E. Hoss,
Secretary of State,
B u i l d i n g.

Attention: Mr. M. J. Haas
Filing Division

Dear Sir:

This acknowledges receipt of your letter of the seventh ultimo in which you enclose three copies of the notice of the claim of F. L. Taylor against Roy H. Roselli, subcontractor under E. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway, said claim being in the sum of $324.95.

Copies of this notice are today being sent to Mr. Gates and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

March 8, 1929

Mr. E. L. Gates,
South Beach, Oregon.

Dear Sir:

At the request of the Secretary of State, we are mailing to you herewith a copy of the notice of claim which has been filed in his office by T. L. Taylor against Roy H. Rowell, subcontractor under you in connection with your contract for the construction of the Winchester Bay-Lakeside Section, said claim being in the sum of $324.95.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBC:S
Enc.

H. B. Claisyer
Chief Clerk

March 8, 1929

Metropolitan Casualty Insurance Co. of New York,
Pacific Insurance Agency, Inc.,
Henry Building,
Portland, Oregon.

Gentlemen:

We hand to you herewith copy of a notice which has been filed in the office of the Secretary of State, being the claim of F. L. Taylor against Roy H. Rossell, subcontractor under R. L. Gates for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

This information is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

RBC:S
Enc.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 8 1929
OREGON
STATE HIGHWAY COMMISSION

March 7, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from John H. Austin, Atty., Reedsport, Oregon, and filed as of the 27th ult., a notice of claim by F. L. Taylor for material used in the sum of $324.95 against Roy H. Rozell, subcontractor under E. L. Gates, for the construction of the Winchester Bay-Lakeview Section of the Roosevelt Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge, receipt of the copies, and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas
Cl

L

ANSWERED
H. B. G.

ANSWE-
H. B

COPY

STATE OF OREGON

To Roy H. Rozell, subcontractor under E. L. Gates, Dr.

Post Office Address, Reedsport, Oregon.

For material furnished and used in the construction of the Winchester Bay-Lakeside section of the Roosevelt Highway.

the Oregon State Highway Commission, as per attached Statement.

Page #1

Account of ROY H. ROZELL

March 1st			
1 doz. 6" Flat Files		$2.40	
1 " 8" " "		3.00	
1/2" 10" " "		2.40	
1/2" 6" S cor		1.20	
1 " 10" Rasp		.95	
2 axe handles		1.30	
4 axes	3.50	14.00	
2 brush hooks		4.30	
		$29.55	
	Less 10%	3.00	
			26.55
March 9th			
1 wrench		1.75	
1 "		2.20	
1 "		2.00	
Packing		1.00	
		$6.95	
	Less 10%	.69	
			6.26
March 9th			
1 sledge		1.92	
1 " handle		.65	
1 square		2.50	
1 saw		3.50	
1 rule		.50	
1 level		1.85	
			10.92
March 10th			
3 axes	3.50	10.50	
5 hovel		2.25	
		12.75	
	Less 10%	1.28	
			11.47
March 10th			
1 dozen soup dishes			3.75
March 10th			
50' hose	.14		7.00
March 11th			
20 #/ nails		1.60	
1 whip		.50	2.10
			$ 68.05

RECEIVED MAR 8 1929 OREGON STATE HIGHWAY COMMISSION

Account brought forward		$68.05
March 12th		
1 6 1/2 ft. saw	9.00	
Less 10%	.90	8.10
March 14th		
1 hammer	1.60	
1 handle	.30	
2 brush hooks	1.90	
peeking	.90	
2 saw handles	2.00	
	6.95	
Less 10%	.70	6.25
March 15th		
1 roll screen	12.00	
knife	1.00	
"	1.45	
4 pieces glass	.60	
1 hasp	.20	
3 pictures	3.30	
2 pair hinges	.30	18.85
March 15th		
1 shovel	2.25	
Less 10%	.23	2.02
March 17th		
saw handles	2.00	
globe valve	4.50	
nipples	.20	
express on battery	2.68	9.38
March 18th		
10# anils		.80
March 21st		
1 battery		38.50
March 21st		
1 1/2 doz soup dishes		4.13
March 22nd		
1 padlock	1.00	
1 hasp	.15	1.15
		$157.23

Account Brought forward		$157.23
March 22		
6 box tax	.60	
1 pair of hinges	.75	
		1.35
March 23		
1 hammer	.85	
1 heap hdl	.25	
3 pair screen door hinges	1.20	
2 pair strap hinges	.30	
		2.60
March 24th		
1 dozen 7" files	2.47	
cable hammer and saw	107.45	
		109.92
March 25th		
1 broom	1.35	
1 broom	1.50	
		2.85
March 25th		
2 P. P's	8.51	8.51
March 30th		
3 rolls roofing paper	3.55	11.25
April 1st		
5 rolls roofing paper		16.75
April 9th		
4# nails		.29
April 12th		
5# rope	1.75	
1 axe	1.75	
	3.50	
Less 10%	.35	3.15
May 5th		
3 axe handles		1.95
May 23rd		
Pans, knife, kettles and fork		2.60
August 19th		
2 wedges and 2 sledge handles		5.04
		$323.49

Amount brought forward	$323.49
August 23rd Freight on cable	2.20
August 25th Valve Grinding compound	.35
August 25th 1000' fuse	9.00
	$335.04
Less credit of June 14th 1928	10.09
	$324.95

Total amount claimed $324.95

STATE OF OREGON)
) ss
County of Douglas)

I, F. C. Taylor, being first duly sworn, depose and say upon oath, that I am the manager of the Winchester Store, at Reedsport, Oregon; that I have knowledge of the above described and attached claim; that the foregoing account is correct and just; that the material therein specified has been the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

FRANK C. TAYLOR

Subscribed and sworn to before me this 25th day of February, 1929.

J. H. AUSTIN
Notary Public for Oregon

My Commission expires Dec. 14th, 1932

(SEAL)

ENDORSED:
File No. 784
Filed February 27, 1929. HAL E. HOSS, Secretary of State.

#922
10PE

PR 128B

November 15
1928

McCamant & Thompson
Attorneys and Counselors at Law
Suite 806-811
American Bank Bldg.
Portland, Oregon

Gentlemen: Attention Mr. Ralph H. King

Your letter of the 10th instant enclosing affidavit of the claim of the Hanamin Woolen Ware Company against H. L. Gates was received in today's mail. This information is being passed on the contractor under surety on his bond in accordance with our usual practice.

Yours very truly

ROY A. KLEIN
State Highway Engineer

By

H. B. Glasgyer
Chief Clerk

HBG:V

November 13th
1928

Mr. E. L. Gates,
~~Superintendent~~ Contractor
South Bend, Oregon

Dear Sir:

We hand to you herewith for your information a copy of the affidavit of the claim of the Menasha Woolen Ware Company against you, being for timber cut by you in connection with the contract for the grading of the Winchester Bay Lakeside Section of the Roosevelt Coast Highway in Douglas and Coos Counties. The amount of the claim is not stated.

Yours very truly

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:V
encl.

The Pacific Insurance Agency
Agents, Metropolitan Casualty Ins. Co. of N.Y.
Henry Building
Portland, Oregon

Gentlemen:

We [illegible] to you herewith copy of the affidavit of the claim of the Nemachi Western Ware Company against R. L. Gates in connection with the removal of certain timber from the lands of the Nemachi Western Ware Company on Mr. Gates' contract for the construction of the Winchester Bay Lakeside Section of the Roosevelt Highway in Douglas and Coos Counties. This information is given you as you appear as surety on the bond furnished by Mr. Gates.

Yours very truly

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:V
encl.

November 14, 1928.

Mr. E. L. Gates
South Beach, Oregon

Dear Sir:

We hand to you herewith for your information a copy of the affidavit of the claim of the Nemasha Woodem Ware Company against you, being for timber cut by you in connection with the contract for the grading of the Winchester Bay Lakeside Section of the Roosevelt Coast Highway in Douglas and Coos Counties. The amount of the claim is not stated.

Yours very truly

ROY A. KLEIN
State Highway Engineer

By

H. B. Claiayer
Chief Clerk

HBC:V
encl.

McCAMANT & THOMPSON

ATTORNEYS AND COUNSELORS AT LAW

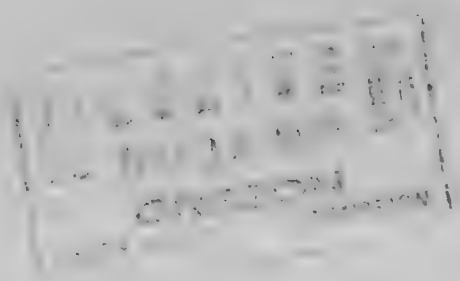
WALLACE McCAMANT
W. LAIR THOMPSON
RALPH H. KING

BORDEN WOOD
FRANK B. MITCHELL
LYNDON L. MYERS

SUBJECT

SUITE 928-931
AMERICAN BANK BUILDING
PORTLAND, OREGON

November 10, 1928.



State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer, Chief Clerk.

Gentlemen:

We thank you for forwarding a certified copy of State Highway Contract No. 922, as requested in our letter of November 8th. Pursuant to your suggestion, an affidavit for a copy of this contract and bond, under the provisions of Section 2991, Oregon Laws, is enclosed herewith.

Very truly yours,

McCAMANT & THOMPSON,

By Ralph H King

K/M
Encl.

ANSWERED
H. B. G.

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS.

I, RALPH H. KING, being first duly sworn, depose and say that I am one of the attorneys for Menasha Wooden Ware Co., a corporation of the State of Wisconsin; that the said corporation has a claim in connection with the construction of the Winchester Bay Lakeside Section of Roosevelt Memorial Highway in connection with timber cut by the contractor for said portion of said highway, and that as attorney for said corporation, I make this affidavit and application to the State Highway Commission for a certified copy of the contract and bond for the construction of the Winchester Bay Lakeside Section of Roosevelt Memorial Highway, being state highway contract No. 922, as provided by Section 2991, Oregon Laws.

Ralph H. King

SUBSCRIBED and sworn to before me this 10th day of November, 1928.

Lyndon L. Myers
Notary Public for Oregon

My commission expires Apr. 30. 1929

922

PR 1-28 B

November 9, 1928

McCamant & Thompson
Attorneys and Counselors at Law
Suite 926-931 American Bank Bldg.
Portland, Oregon

Gentlemen: Attention Mr. Ralph H. King

In response to your request of the 8th instant, we are mailing to you herewith certified copy of State Highway contract No. 92%, covering the grading of the Winchester Bay-Lakeside Section of the Roosevelt Highway in Douglas and Coos counties which was awarded H. L. Gates by the State Highway Commission.

There is no charge for this copy of the contract, the only requirement being that you furnish us with an affidavit of the claim in connection with which this copy is to be used. This in accordance with the provisions of Section 2991 of the Oregon laws, which specifies method by which certified copies of documents of this kind may be secured. Will you please furnish us with such affidavit.

Yours very truly

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk

HBG:V
encl.

P-1283

September 15,1928

Mr. Ray Waggoner,
Scottsburg, Oregon.

Dear Sir:

We have your letter of the 11th inst. requesting your claim for services rendered on highway construction work between Reedsport and Winchester Bay.

You do not state definitely, but we presume you were working for Roy Rozell, subcontractor under E. L. Gates, who had the contract for grading of the Winchester Bay-Lakeside Section. Mr. Rozell defaulted in his subcontract and at the request of Mr. Gates, who was the original contractor, all of the outstanding labor claims that came to our knowledge were paid from funds in our hands due Mr. Gates. Had your claim been submitted at that time we would have paid it providing it was approved by Mr. Rozell as all of the others were.

We have searched our records but fail to find where your claim has ever been submitted. We are, therefore, unable to give you any satisfaction with the meager information that we have on hand. If you give us more detailed information concerning the contract upon which you were employed, who your employer was, the number of days you worked and the rate per day we shall be pleased to give the matter consideration.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JB

ANSWERED
H. B. G:

Scottsburg. Oreg
Sept 11. 1928.

Highway Commissioner
Salem Oregon

Dear Sirs

I am writing to ask you if there is any show of me getting any money for labor done on the highway between Reedsport and Winchester Bay during spring 1927. I have had lawyers write and a road commissioner from this district went to see about my money but up to this date have not received a penny. I have filled blanks long ago. and some of the boys say they got their money I am in great need of the money have a wife and eight children that depend on my labor money for support, and six of my youngsters start to school next week and I need the money

to get their school books and clothes—
I would like to hear from you very soon—
Yours truly—

Roy Waggoner

Scottsburg—Org

March 30,1928

Mr. C. H. Orum,
State Labor Commissioner,
Building.

Dear Sir:

This is to inform you that we have today received notice from J. W. Vinton to the effect that he has reached satisfactory settlement with H. L. Gates for services rendered Mr. Gates and Roy H. Rowell on Mr. Gates' job between Rockport and Winchester Bay. We therefore consider that the matter is definitely closed.

This for your information inasmuch as you were interested in the claims against Mr. Rowell.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

M. B. Glaisyer
Chief Clerk.

MBG:JS

E. L. GATES
CONTRACTOR

March 30,192[illegible]

Mr. J. W. Vinton,
Gardiner, Oregon.

Dear Sir:

This is to acknowledge receipt of your notice dated March 27, 1928 from Lakeside, Oregon, in which you state that you have received full compensation from Mr. E. L. Gates in connection with labor performed for him and Ray H. Rozell in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. We will, therefore, consider the matter closed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiseyer
Chief Clerk.

HBC:JS

E. L. GATES
CONTRACTOR

PRESENT ADDRESS
ROSE LODGE, OREGON

[illegible], Oregon
March 27, 1920

To Whom It May Concern:

This is to certify that I have employed
one T. L. Gates, [illegible] for all labor
performed, under Chairman T. L. Gates &
Ben W. Bonell, in connection with [illegible]
the Pendleton Flour Mills, Pendleton, Oregon.

J. W. Winton

Witness
Harold W. Rise

ANSWERED
H. B. G.

NOTED
H. B. GLAISYER

March 24, 1933

Mr. C. H. Gram,
State Labor Commissioner,
Building.

PR-1283

Dear Sir:

We hand to you herewith for delivery to Mr. J. W. Vinton, State Warrant No. E-109619 in the sum of $500.00, payable to the order of J. W. Vinton.

You will recall Mr. Vinton was one of the claimants against Roy Roselle, sub contractor under H. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway in Coos and Douglas Counties. This payment does not represent full payment to Mr. Vinton for services rendered but is a payment on account, as explained to you some time ago. To refresh your memory, will say that Mr. Vinton has submitted three claims, the first in the sum of approximately $900.00, the second in the sum of approximately $1100.00, and the final one in the sum of $789.09, all of which were approved by Mr. Roselle.

Mr. Gates has no means of checking the amount of the claim other than by scaling the logs which are now piled promiscuously on the highway right of way. They are not piled in such a shape that they can be scaled at the present time, but the scaling will have to take place at the time the logs are removed, which will be accomplished as soon as weather conditions are favorable.

It is for this reason that Mr. Gates hesitated to pay Mr. Vinton the full amount of the claim, as it is quite a large amount, but he did consent to make a payment of $500.00 at this time as Mr. Vinton explained that he was in very great need of immediate funds.

Will you kindly transmit the enclosed warrant to Mr. Vinton? Thanking you for your interest we remain,

Very truly yours,

Roy A. Klein,
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:S
Enc.

ANSWERED

March 6,1928

Mr. J. W. Vinton,
Box 84,
Gardiner, Oregon.

Dear Sir:

Replying to yours of the 4th inst. concerning your claim against Rosell and Gates, wish to say that the acceptance of the voucher which we sent you in no way limits the amount of your claim. This is simply a payment on account to take care of your immediate needs.

In fairness to Mr. Gates we believe that Mr. Rosell should sign the voucher as that is the only way in which you can secure payment at this time.

It is quite true that the other claims have been paid. However, we must call your attention to the fact that this is the third time that claims have been filed by you, no two of which have been the same. The first one was in the sum of approximately $600. The second was in the sum of $1100, and the last one was in the sum of $789.09, all three of which were OK'd by Mr. Rosell. It is for this reason that Mr. Gates does not authorize the payment to you of the full amount at this time. He does not deny the full amount of your claim, but simply asks that full payment be deferred until after the logs are scaled, and we do not believe that he is unfair in this respect.

With this explanation we trust that you will look at this matter in the same light as we do. If you will explain the situation to Mr. Rosell and assure him that the present payment is not considered to be the final payment we believe that he will approve the voucher as submitted.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By
H. B. Claisyer,
Chief Clerk.

HBC:JS

Can the affidavit be signed by Rosell and returned for payment

ANSWERED
H. B. G.

Sandwich
Oregon
May 4-25

Dear Sir:-

Royelle wrote me stating that he sent the vouchers back to that office unsigned. He stated he O.K.ed my claim for $789.02 and he wouldn't O.K. any new claims until this is paid as there was absolutely no excuse in all this delay. I am sure Gates is unaware that the scales was hired by Royelle, and not by me. This scales Mr Roy Stragonen of Reedport swore to an affidavit before a Notary Public a Mr Austin of Reedport that the scale I claimed was correct in every detail. The buckers I had hired buck the following scale in the months of April-May-June-July-Aug. buck-1,57.263-Bill Lewis buck 1,429.784 in Sept. He limited that was unbucked wood. Royelle sent my wire-wire 1.25. I understand there was $ in money and I am in all his plots in getting my just wages. I don't see how Gates

can get an accurate scale of the timber I fell as there was a lot of the timber burnt, and, the donkey burnt up a great number of feet. Mr Notage ~~M~~ a business man of Ft Fincher Bay and who use to do book keeping for different logging concerns, figured our scale with the scaler each evening. So I think there is not much play there for a mistake in the figures. I am sure that Slater meant well, but I don't see why he didn't take notice what I wrote in consideration. At that gets me, he say ever other ~~bill~~ claim but mine, and I doubt if there is any two men work~~s~~ harder than I did. Thanking you for your kind favor in my behalf. I am,

Yours Respectfully
A. E. Victor
Dept

ANSWERED
H. B. C.

March 28th,1928

Mr. J. W. Vinton,
Gardiner, Oregon.

Dear Sir:-

We are returning to you herewith voucher in the sum of $500.00, in payment of your account against Roy H. Ressli. This was returned to this office in today's mail by Mr. Ressli. However, he has not O.K.'d it and until this is done we are not in position to make payment on it. As soon as this voucher is returned to this office with Mr. Ressli's signature, we will be pleased to place it in line for immediate payment.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claisyer,
Chief Clerk.

HBC:JS
cc

RECEIVED
MAR 5 1928
OREGON
STATE HIGHWAY COMMISSION

Marshfield Oregon
Mar. 3. 28

State Highway Commission
Salem Oregon

Gentlemen:—

Enclosed please find claim of J. W. Linton.

I am at a loss to know why Mr. Tate should endeavor to hold $289.09 until final scale of log, as this scale has already been made, the scaler was employed by me and scaled as timber was felled and the butten have been paid on a basis of this scale.

Respectfully
Roy H. Rozell

NOTED
H. B. GLAISYER

State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

Encs
cc E. L. Bates

February 27, 1928

Mr. J. W. Vinton,
Gardiner, Oregon.

Dear Sir:

With further reference to the matter of your claim against Roy Roselle, sub contractor under R. L. Gates for the construction of the Winchester Bay-Lakeside Section, wish to say that Mr. Gates was in the office this morning and we had quite a little talk about your claim, the outcome of which was to the effect that we would pay you at this time the sum of $500.00 on your account, the balance to be paid as soon as the timber which you fell can be scaled and the amount stated in your statement checked.

You will appreciate the fact that Mr. Gates has no way whatever to verify your statement with the exception of scaling the timber on the gound and this can not be measured until the timber is removed due to the condition in which it is now piled.

We believe that this manner of settling is very fair. Will you therefore sign the enclosed voucher before a notary public and also have it verified by Mr. Roselle as you did previously, return the voucher to this office, and we will then place it in line for immediate payment. We might add that the warrant will be mailed to you within a few days after the return of this voucher. We might also add that the payment of this $500.00 is not to be considered as final payment but is to be considered as a payment on your account, the balance to be paid as soon as the logs have been scaled and your figures verified. We trust that this method of adjusting this matter is satisfactory to you.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:S
cc: R. L. Gates

VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

February 20, 1928

IN REPLY PLEASE REFER TO FILE NO.

Mr. E. L. Gates,
Lakeside, Oregon

Dear Sir:

Some time ago we wrote you concerning the claim of J. W. Vinton who was employed by Mr. Roselle for clearing of right of way under your contract at Lakeside. We have not had a reply to this letter as yet and are wondering what disposition you wish to make of the matter.

Mr. Vinton is very anxious to secure some kind of a settlement. Will you kindly advise us whether or not you wish us to pay this claim in the same manner that the other labor claims were paid or do you wish to take care of this matter personally?

Very truly yours,

Roy A. Klein,
State Highway Engineer

By H. B. Glaisyer
H. B. Glaisyer
Chief Clerk

HBG:S

This is in same status as other labor claims & should be handled in same way.

Mark Meachiguat
atty for E. L. Gates

Form 6—B-7824—5M—12-27.

Office No._____ Indexed by_____

*Claim No.*_____

STATE HIGHWAY FUND

J. W. VINTON,

GARDINER, OREGON.

$ 789.09

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,_____

The within claim has been authorized in the above amount.

_____
State Highway Engineer

The within claim is approved and allowed in the above amount.

_____ Chairman
_____ Commissioner
_____ Commissioner
} State Highway Commission

Audited and Allowed

_____

_____
Secretary of State

COST DISTRIBUTION

JOB	ACCT. NO.	ORDER NO.	AMOUNTS	

THE STATE OF OREGON

To J. W. VINTON, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address Gardener, Oregon.

DATE	January 23, 1928 NATURE OF CLAIM	AMOUNT
	For labor in falling timber for Roy H. Rozalle subcontractor under E. L. Gates for the construction of the ~~Winchester Bay-Lakeside section of the Roosevelt Coast~~ Highway the Oregon State Highway Commission, as per attached statement:	$
	Timber fallen April, 1927 1054175 ft @ 50¢ per M Ft.	527.09
	" " May " 930562 " " " " "	465.28
	" " June " 1192748 " " " " "	596.37
		~~1588.74~~
	Less cash paid to Bill Wallace	204.34
	" " " " Roy Waggoner (Filer)	143.00
	" " " " Gus Johnson	202.90
	" " " for meals	98.50
	Money advanced by Roy Rozell	150.00
	Compensation	.91
		799.65

Computed by jz

Checked by

Total amount claimed, $ 789.09

Total amount allowed, $

Audited by

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by

Period covered

Items

Registered by

STATE OF OREGON,

County of ~~Douglas~~ Marion } ss.

I, J. W. Vinton (Name), being first duly sworn, depose and say, upon oath, that I am the employee (Claimant) (If firm or corporation, state capacity in which employed); that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the service (Material or service) therein specified has been rendered (Has been furnished or rendered) the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

PERSON MAKING AFFIDAVIT SIGN HERE J. W. Vinton (Name)

Subscribed and sworn to before me this 23rd day of January, A. D. 1928.

This claim is com...

subcontract [illegible]
Winchester Bay-Lakeside Section
the Oregon State Highway Commission, as per attached statement

Timber fallen April, 1927	1054175	ft	@ 50¢	per M Ft.	527.09
" " May	930562	"	"	"	465.28
" " June	1192748	"	"	"	596.37
					1588.74

Less cash paid to Bill Wallace	204.34
" " " " Roy Wagoner (Filer)	143.00
" " " " Gus Johnson	202.90
" " " for meals	98.50
Money advanced by Roy Rozell	150.00
Compensation	.91
	799.65

Computed by ..... jx

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 789.09

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of ~~Douglas~~ Marion } ss.

I, J.W.Vinton (Name), being first duly sworn, depose and say, upon oath, that I am the employee (Claimant) (If firm or corporation, state capacity in which employed); that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the service (Material or service) therein specified has been rendered (Has been furnished or rendered) the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

PERSON MAKING AFFIDAVIT SIGN HERE ☛ J.W.Vinton (Name)

Subscribed and sworn to before me this 23rd day of January, A. D. 1928.

Earl F. Smith
Notary Public for Oregon.

My commission expires July 8, 1929

My commission expires .....

{ NOTARIAL SEAL }

This claim is correct and approved

Warrant No. M..... issued in payment of the within claim.

Roy N. Rozell
Jan. 29-1928

[illegible]
State Highway Engineer

By

[illegible]
Chief Clerk

[illegible]

February 20, 1928

Mr. R. L. Cates,
Lakeside, Oregon

Dear Sir:

Some time ago we wrote you concerning the claim of J. W. Vinton who was employed by Mr. Bonelle for clearing of right of way under your contract at Lakeside. We have not had a reply to this letter as yet and are wondering what disposition you wish to make of the matter.

Mr. Vinton is very anxious to secure some kind of a settlement. Will you kindly advise us whether or not you wish us to pay this claim in the same manner that the other labor claims were paid or do you wish to take care of this matter personally?

Very truly yours,

Ray L. Kleiber
State Highway Engineer

By

HEC:S

H. E. Glaisyer
Chief Clerk

February 20, 1928

J. W. Vinton,
Gardiner, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 19th with further reference to your claim against E. L. Gates.

Wish to say that we have not as yet heard from Mr. Gates regarding this matter and have no further information to give you at the present time except that we are taking the matter up with Mr. Gates again today.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

HEC:S

H. E. Slaisyer
Chief Clerk

Mr R. H. Kelly
Salem
Oregon

Gardiner
Oregon
Feb-19-26

Dear Sir:-

I went to Lakeside to see Mr Gates, as you suggested, but was told he was away. I wrote to him, knowing that I wouldn't get a reply from him, as I wrote to him on different occasions for money that was due me but never got a reply from him. I have been getting credit on the expectation of getting returns from my claim before now. Is there any possibly way of my not getting paid for my labor? Thanking you in advance for the information. I am

Yours Respectfully.
J. W. Tinton

February 11th,1928

Mr. J. W. Vinton,
Gualimar, Oregon.

Dear Sir:

Your letter of the 9th inst. addressed to Mr. Sam A. Kozer, Secretary of State, regarding your claim against Roy Rozell in connection with his subcontract under H. L. Gates for the grading of the Winchester Bay-Lakeside Section has been referred to this office.

This matter was called to the attention of Mr. Gates by letter sometime ago but we have not as yet heard from him concerning it and we are therefore not in position to make payment to you until we ascertain from Mr. Gates whether or not it is his intention to take care of this personally or whether he wishes payment to be made by this department. We would suggest that you get in touch with Mr. Gates. It is likely that an earlier decision may be had by your so doing.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. R. Glaisyer
Chief Clerk.

HRG:JS
cc. H. L. Gates,
Lakeside, Ore.

RECEIVED
FEB 11 1929
OREGON
STATE HIGHWAY COMMISSION

Gardiner
Oregon
Feb. 9-1929

Dear Sir:-

I was informed by Mr Grant that my claim has been turned over to you. If there is any possible way of hurrying my claim through as to get my money it will be greatly appreciated, as my family is surly in need of this money.

I am,
Yours Respectfully
J.W. Vinton

Re claim in favor of Lee Mann
for
Labor
against the contractor on highway for
labor on section of State Highway
No 6

RECEIVED
FEB 10 1928
SAM A. KOZER

Respectfully referred to the

State Highway Commission.

SAM A. KOZER,

Secretary of State.

State Highway Engineer

By

H. H. Chief Clerk

HSG:JB

February 4th, 1928

Mr. H. L. Gates,
State Highway Contractor,
Lakeside, Oregon.

Dear Sir:

Another labor claim has come up in connection with the subcontract of Roy H. Rozell on your Winchester Bay-Lakeside job. This is the claim of J. W. Vinton of Gardiner.

It seems that Mr. Vinton was engaged by Rozell as a timber faller. During the course of his employment he earned the sum of $1568.74. Credits to Rozell for payments made amount to $799.65, leaving a balance due of $768.09. These figures we have checked against Rozell's time book and all available sources of information and so far as we can ascertain are correct.

The voucher that has been submitted to us for payment has been approved by Roy H. Rozell, as the other claims of like nature were approved some time ago and paid. Before passing this voucher for payment we thought it best to call it to your attention and ascertain as to whether or not you wish to take care of this claim personally or would prefer to have us pay it out of moneys due you on your next estimate. We will appreciate it if you will advise us at your early convenience.

For your further information we hand to you herewith a copy of the statement as approved by Mr. Rozell and checked by this office. We might say, however, that this is the third time that Mr. Vinton has submitted a claim. The first time it was submitted through Mr. C. H. Gram, State Labor Commissioner, and I think was in the sum of approximately $900. The second time the claim was submitted for the sum of $1179.96. This was also checked by Mr. Rozell, but could not be checked by this office.

We will be pleased if you will check this matter up and advise us as to how you wish payment made. We might add that in case you wish to get in touch with Mr. Vinton he can be found at Gardiner.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By
H. B. Glasmyer-Chief Clerk.

HBG:JS

STATE OF OREGON

BUREAU OF LABOR

C. H. GRAM
COMMISSIONER

SALEM, OREGON.

RECEIVED
FEB 2 1928
OREGON
STATE HIGHWAY COMMISSION

Feb. 1, 1928

State Highway Commission,
Building.

Attention: Mr. H. B. Glaisyer.

My dear Sir:

We are herewith handing you a voucher in favor of J. W. Vinton in the amount of $789.09 properly approved by Roy Rozell.

Yours very truly,

C. H. Gram

CHG:N

COMMISSIONER

PR 1283

September 15,1928

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. K. V. Lively

Replying to yours of the 11th inst. concerning final payment to Mr. E. L. Gates in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway in Coos and Douglas Counties, will say that the final warrant was mailed to Mr. Gates at Gardiner, Oregon, September 6th, 1928; this in accordance with our letter to you dated August 20th in which it was stated that final payment would be made to Mr. Gates on or after August 30, 1928.

Very truly yours,

Ray L. Klein
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk

MBG:JB

PAUL C. BATES K.V. LIVELY W. E. PEARSON

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

September 11, 1928

State Highway Commission,
Salem, Oregon.

Gentlemen:

In March, 1927, we executed a subcontractor's bond for Carl Renstrom in favor of E. L. Gates. This covered work upon the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway in Coos and Douglas Counties. We would appreciate advices from you if final settlement has been made with Mr. Gates.

Thanking you in advance for this information, we beg to remain.

Very truly yours,

BATES, LIVELY & PEARSON

By

KVL:BVS

Total Pd - $11,909.51

Completed - June 15 - 27

We advised Surety of final payment on Aug 20th

Letter returned Aug 30

We mailed Sept 6th - to [illegible]

ANSWERED
H. B. G.

FORM S-6-1 C-8788 1M 6-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 128B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER
SALEM

August 20, 1928

10-PF

Mr. Roy A. Klein
Office.

NOTED
State Highway Engineer

Dear Sir:

Attention: Mr. S. H. Probert

This is to acknowledge receipt of your letter of August 14th requesting a statement for the files setting out conditions which have made an over-run in the cost of the construction of the Winchester Bay-Lakeside Section of the Roosevelt Highway necessary.

Inasmuch as this contract was a rather large one we have requested our resident engineer, Mr. P. P. Whitmore, to prepare a detailed statement covering both over-runs and under-runs of each separate item of the estimate as the case may be, copy of which report you will please find attached hereto.

In a general way, however, would say that there are three reasons to which can be attributed the greater portion of the over-run:

1. Due to the fact that it was necessary to make a sand fill in the water of Clear Lake we found, after construction was under way, that we were unable to hold the under water fill slopes as originally designed with the final result that some approximately 47,000 cu. yds. of additional sand excavation was required to make the fill.

2. The classification over that portion of the job from Winchester Bay southward to the summit between Winchester Bay and Clear Lake proved to be heavier rock (in this case other material) classification than was originally estimated and on this same section it was found necessary and desirable to increase the original amount of excavation in order to get material enough to make the fill slopes catch.

3. The item of Clear Lake channel change, which item was not considered in the original contract but later added to the contract under an unit price agreement, has increased the quantities over and above those of the original contract materially.

Mr. Klein--#2 8/20/28

As a matter of information the old original Clear Creek channel followed down along the sand dunes to the west of our highway for a distance of approximately 1⅛ miles with the result that during freshet weather Clear Creek, a stream flowing approximately 100 to 150 cubic feet per second, was loaded to capacity with fine drift and sand and deposited in delta like formation in the jack pine flat between Lakeside Junction and a point about 1 mile north, to such an extent that it was impossible to hold or maintain a roadbed. This particular piece of road was at one time graded by the Bureau of Public Roads Forest Department but was later washed out and buried.

It is our opinion that the investment in the Clear Creek channel chance, which is a canal about one mile in length conveying the water away from the drifting sands around the clay hill sides and emptying into Eel Lake, is a very successful piece of engineering and well merits the expenditure of the money it cost.

For further detail of minor over-runs and under-runs please refer to Mr. Whitmore's report.

Very truly yours,

J. S. Sawyer,
Division Engineer.

JSS:JS

...INEERS
...S. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Winchester Bay, Ore.
Aug. 17, 1928

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. S. Sawyer,
Division Engineer.

Dear Sir:

I hereby submit a report on the overrun and underrun of the items of the contract of grading the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

1. Clearing and grubbing--lump sum, no change.

2. Sand excavation.

Preliminary estimate	96,500	cu. yds.
Final (about)	153,500	" "
Overrun of	57,000	" "

The principal overrun was between Sta. 101+50 and 127+50 along Clear Lake. The quantity of overrun here was 47,000 cu. yds. occassioned by the beaching of the sand under water.

Four channel changes of Clear Creek to eliminate timber bridges and to protect slopes of highway, account for 3000 cu. yds. of overrun sand.

Between Sta. 134 and 151 an overrun of 5000 cu. yds. occurred, the slopes breaking back of the original planned section and the same condition at Sta. 270 to 277, just south of Winchester Creek, at which place there was 2000 cu. yds. overrun.

This accounts for all the overrun of sand.

3. & 4. Common and other materials.

Preliminary estimate of both	208,500
Final estimate of both	218,500
Overrun of	10,000

The principal overrun occurred at Sta. 194 to 206, accounting for 9000 cu. yd. and most of this was rock. This section of road being on side of a rock hill with a layer of earth of about 5 foot thickness and numerous seeps and springs which were not apparent till weight of side hill fill shoved earth loose, necessitating the benching into the hill for road bed.

There was also overrun at Sta. 162 to 171 where slopes were planned at ½:1 and built at 1:1 and the resulting increase of material used to improve grade line by lengthening vertical curve and raising fill at 171 to 174.

There was an underrun of common excavation of 5500 cu. yds. on account of the increased proportion of other material.

The preliminary estimate of other material was 55,500 cu. yds. and final estimate was 71,000 cu. yds. Overrun of 15,500 cu. yds. This overrun occurred mainly at Sta. 194 to 206 as mentioned above, the cut here amounting to about 9000

cu. yds. overrun and the balance occurred throughout the job in bottom of cuts.

5. Overhaul.
Preliminary estimate of 200,000
Final estimate 325,750
Overrun of 125,750
This overrun occassioned by increase of sand excavation along Clear Lake due to causes heretofore mentioned.

6. 12" concrete pipe.
Preliminary estimate 250 lin. ft.
Final estimate 186 " "
Underrun of 64 lin. ft. as there were no indications of necessity in sand subgrade south of Clear Lake, where originally planned to put in.

7. 18" concrete pipe.
Preliminary estimate 1750 lin. ft.
Final estimate 1875 " "
Overrun of 125 lin. ft. occassioned by substituting an 18" for a 24" at Sta. 232.

8. 24" concrete pipe.
Preliminary estimate 1100 lin. ft.
Final estimate 915 " "
Underrun of 185 lin. ft. occassioned by the substituting of an 18" for 24" at Sta. 232.

9. 36" concrete pipe.
Preliminary estimate 40 lin. ft.
Final estimate 312 lin. ft.
Overrun of 272 lin. ft. Eliminated the 40' of 36" pipe for Sta. 134 as road bed is in sand and no surface water, but put in 3-36" pipes each 104' long at Sta. 60+50 to eliminate timber bridge.

10. Class B. Concrete
Preliminary estimate 90 cu. yds.
Final estimate 16.19 cu. yds.
Underrun of 73.81 cu. yds.
Class B concrete piers for timber bridges originally planned and eliminated by channel changes and pipe culvert.

11. Lumber and Timber
Preliminary estimate 113 M
Final estimate 80 M
Underrun of 33 M by eliminating timber bridges.

12. Timber Piling.
Preliminary estimate 2000)
Final estimate 1940) about same.

13. 6" porous drain tile.
Preliminary estimate None
Final estimate 1830 lin. ft.
Struck springs in grading.

14. Clearing and grubbing Clear Creek channel change.
Preliminary estimate $2000
Final estimate 2000 same.

15. & 16. Common and other excavation for Clear Creek channel change.
Preliminary estimate of both 21,000
Final estimate of both 24,800
Overrun of 3800 cu. yds.

Construction of a channel from the Highway to Eel lake was demanded by the property owners, whose land the channel crossed, which additional work accounts for 2000 cu. yds. of the overrun. The original plan was to use the old water course at this place.

Slides occurred at two places on the canal which required additional work amounting to 1800 cu. yds. of excavation.

As regards classification, there was an overrun of other material of 1000 cu. yds. which occurred throughout the length of the constructed canal in bottom of cuts.

17. Lumber and Timber for Clear Creek channel change.
Preliminary estimate 2 M-FBM
Final estimate 6.655 M-FBM
Overrun of 4.655 M-FBM

Additional structures were built on demand of the property owner, namely a turnout to Hall Lake and a chute at end of canal accounting for 3.35 M of the overrun and the balance of 1.35 overrun was occassioned by a timber check built below spillway and chute from spillway to old water course.

18. Clay for sand sub-grade.
Preliminary estimate 7000 cu. yds.
Final estimate 9550 " "
Overrun of 2500 cu. yds.

The original estimate was based on the figures of 175 stations to be clayed at 40 cu. yds. per sta. and by actual work it was necessary to put on 54 cu. yds. per sta. to avoid breaking through.

19. There was also an extra haul involved in putting on the clay blanket on account of abandonment of the clay pit north end of Clear Lake, on account of poor quality of material and using nearly all clay from the pit at south end of sand sub-grade. However, this procedure was of beneficial result in better quality of clay and also in excavation for a line change through the clay pit to eliminate curvature in the highway.

This extra haul amounted to $280.

Extra Work.

20. There was also extra work done under the contract amounting to about $650 which are as follows:

1.	Log crib at North end of Winchester Creek bridge	$114.00
2.	Log boom on each side Winchester Creek bridge	101.00
3.	Log crib Sta.51	43.00
4.	Backfill drain tile with rock	90.50
5	Caulking structures in Clear Creek canal	33.50
6.	Extra clearing on highway	188.00
7.	Extra clearing highway	80.00

Very truly yours,

(sgd) P. P. Whitmore,
Resident Engineer.

#922
IGE

PR128B

August 30, 1928

Metropolitan Casualty Insurance Co. of New York,
Pacific Insurance Agency, Ins. Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 922 for the construction of the Winchester Bay-Lakeside Section of the Roosevelt-Coast Highway in Coos and Douglas Counties consisting of 6.92 miles of grading has been completed by the contractor, E. L. Gates and that final settlement will be made by the State with said contractor for work done under said contract on or after August 30th, 1928.

The State has been advised of numerous claims against this contract, all of which you have been advised, but the state assumes no responsibility for these or any other claims which may be filed against the contract.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor on this contract including the final payment will be $211,909.51 of which amount $650.38 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland:

P191 28B

July 8,1926

Mr. E. G. Montgomery, Pres.,
Citizens National Bank,
Baker, Oregon.

Dear Sir:

Replying to your letter of the 2nd inst., concerning status of contract of E. L. Gates for grading the Winchester Bay-Lakeside section, wish to say that this project is complete with the exception of removing of logs which are piled along the highway right of way. We anticipate that this will be done in the near future.

Semi-final payment to Mr. Gates in the sum of approximately $11,000 is being made at the present time. It is likely the warrant will be issued within the next two weeks. No further payment can be made after this semi-final payment until the job has been cleaned up satisfactorily with this department.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS

6788

Citizens National Bank

MEMBER FEDERAL RESERVE BANK

BAKER, OREGON

July 2, 1928.

STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Ore.

Dear Sir:-

ATTENTION: Mr. Sawyer.

A man by the name of Carl Renstron claims to have between forty-five hundred and five thousand dollars due from E. L. Gates on a contract with the State covering the construction of Winchester Bay Lakeside section of a highway. We will appreciate any information you can give us concerning the statis of the contract as he states that there is some controversy delaying the settlement which he thinks has now been adjusted so that he will receive his money within a few days.

Whatever definite information you can supply will be appreciated as this party is asking us for credit. For your convenience in replying a stamped, addressed envelope is enclosed.

Yours very truly,

T. G. Montgomery

T. G. MONTGOMERY,
President.

TGM:AP

ANSWERED
H. B. G.

TLNS TLNS

#922
108F

P19128B

June 27, 1928

Mr. F. E. Senn,
318 Yeon Building,
Portland, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 22nd instant requesting this office to withhold the sum of $2400.00 from payments due Mr. E. L. Gates in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway on account of disputed claims against the work.

We shall endeavor to comply with your request and are at the present time retaining a sum in excess of $6000.00. We are passing a semi-final payment to Mr. Gates in a sum in excess of $3000.00 at this time. No further payments will be made until Mr. Gates effects a cleaning up of the logs that have been left on the highway right of way. When this has been accomplished it is probable that we will pay another semi-final payment, retaining the sum of $2400.00 to cover disputed claims as requested in your letter.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. B. Glaisyer
Chief Clerk

EBG:S

cc Carl Smith

NOTED
State Highway Engineer

We have over 12000 returned now and this will be increased somewhat by the final retained now being checked.

Next payment will be final but Sawyer has requested that this be not paid until Gates has cleaned up the right of way including the logs.

Do you think it satisfactory to release all but 2400.00 when Sawyer withdraws his objection to final being paid

HBG ✓

Ask Sawyer how much he wants to hold out for cleaning up logs.

RAK.

NOTED
State Highway Engineer

OK with me RAK.

L. A. RECKEN

SENN & RECKEN
LAWYERS
315 YEON BUILDING
OFFICE PHONE BEACON 6998

PORTLAND, OREGON

June 22, 1928

State Highway Commission,
Salem,
Oregon.

Attn. Mr. Klein:

Gentlemen: Re: Gates Contract - Lakeside-Winchester Bay Section of the Roosevelt Highway.

Regarding the above matter, we beg to say that there are about $2,000 of disputed claims outstanding against this work, and we believe it will be all right for your office to pay to Mr. Gates all the money due him on this job except $2400.00.

If you will reserve this amount we will appreciate it.

This is in accordance with an agreement we have with Weatherford & Wyatt, attorneys for Mr. Gates.

I am writing this letter on behalf of The Metropolitan Casualty Insurance Co. of New York, surety for Mr. Gates.

Very truly yours,

FSS:M

ANSWERED
H. B. G.

Form 39—A-1861—3M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

PR 128B

FIELD ENGINEER'S WEEKLY REPORT

NOTED
L. S. SAWYER

Job Name Winchester Bay to Reedsport

Highway Pacific Coast

County Douglas Job Prefix 16 PF

Date June 23, 1928

Week from June 10 to 23

Mail Address Winchester Bay

Telegraph or Telephone Address " "

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:

No work by contractor
to date in final estimate records June 20th
Widening road bed at Tie Pit with state forces
and started driving piles across Clear Lake June 22. for the
Hwy Clear Lake Xing.

Average force of 6 men 12 hrs.
1 truck 2 hrs

(See back of this sheet for instructions and detailed information.)

Signed W. Whitmore

Title Assistant Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING.
PORTLAND, OREG.

May 4, 1928.

PIR 128B

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 128-B, Winchester Bay-Lakeside section of the Roosevelt Coast Highway. We enclose herewith one copy each of the agreement and certificate for your files.

Yours very truly,

W. H. Lynch,
District Engineer.

Oregon Federal Aid Project No. 128, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 17, 1926, by the State Highway Commission of Oregon, and on December 9, 1926, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on January 24, 1927, and September 15, 1927, respectively, by the said State Highway Commission, and on February 12, 1927, and October 18, 1927, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 128, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans and estimates approved for Section B of said project to provide for the construction of a channel change of Clear Creek for the protection of the highway, and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $240,218.77 to $251,152.77, and that the Federal funds approved and set aside to the credit of said Section B be increased from $144,131.26 to $153,006.40;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans and estimates approved for Section B of said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred fifty-three thousand, six and 40/100 dollars ($153,006.40) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Paragraph (c) of Article III shall read:

"(c) The Estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $244,114.97, Federal Aid $148,783.72; two bridges of more than 20 ft. clear span, approved estimate $7,037.80, Federal Aid $4,222.68."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of one hundred fifty-three thousand, six and 40/100 dollars ($153,006.40), certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of two hundred fifty-one thousand, one hundred fifty-two and 77/100 dollars ($251,152.77), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their

-3-

signatures and official seals, the State Highway Commission of Oregon on the 21st day of March, 1928, and the Secretary of Agriculture on the 24th day of April, 1928.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

Acting Secretary of Agriculture

Oregon Federal Aid Project No. 128, Section B.

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 72 in the N.E.¼ of Sec. 15, T. 23 S., R.13 W., W.M., near Lakeside, and survey station 291+00 at the west end of Section A of said project at the east city limits of Winchester Bay, locally known as the Roosevelt Coast Highway between Hebo and Coos Bay, Coos and Douglas Counties, and designated in the records of this Department as Project No. 128 Section B of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 251,152.77 in lieu of the $144,131.26 approved by Certificate of Oct. 13, 1927, Section B of as the total estimated cost of said project, and the sum of $ 153,006.40 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 Section B of per cent of said total estimated cost.

Done at the city of Washington, this 7th day of April one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. M. Lamb
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

PR 128B

April 30, 1928

Mr. T. E. Cress,
Winchester Bay School,
Winchester Bay, Ore.

Dear Sir:

In response to your request of the 25th instant I am returning to you herewith your sales slip indicating a balance due you from Mr. Roy Roselle in connection with his subcontract under H. L. Gates for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

We have searched our records for other papers concerning your claim but fail to find any and we do not recall ever having received any other papers other than the one which we are returning in this letter.

We trust that this is the paper that you desire.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. E. Claisyer
Chief Clerk

HEC:S

#922

TEACHERS
T. E. GRAE, PRINCIPAL
MRS. T. E. GRAE, ASSISTANT
MRS. H. M. SCOTT, CLERK

10 PF
128 B

WINCHESTER BAY SCHOOL

WINCHESTER BAY, OREGON, Apr. 25 1928

State Highway Commission
State of Oregon
Dear Sirs.

Would you kindly return my papers sent you last fall, that I may take the matter up by the labor dept, and Mr Gates.

Yours truly
T. E. Grae

ANSWERED
H. B. G.

#922

TEACHERS
T. E. GRAE, PRINCIPAL
MRS. T. E. GRAE, ASSISTANT
MRS. H. M. SCOTT, CLERK

10 PF
128 B

WINCHESTER BAY SCHOOL

WINCHESTER BAY, OREGON, Apr. 25 1928

State Highway Commission
State of Oregon
Dear Sirs.

Would you kindly return my papers sent you last fall, that I may take the matter up by the labor dept, and Mr Gates.

Yours truly
T. E. Grae

ANSWERED
H. B. G.

Orig

PR 128B

April 30, 1928

Fred H. Richter,
Ontario, Ore.

Dear Sir:

Replying to your letter of the 26th instant concerning your claim against Roy Roselle for groceries furnished in connection with his sub-contract under H. L. Gates for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway wish to say that we know of no new developments in connection with this job except that Mr. Gates is practically through with it at this time.

Do not know what Mr. Gates has in mind in regard to the settlement of your claim but believe that you should take the matter up with Mr. Gates direct. You can reach him by letter at Winchester Bay.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiayer
Chief Clerk

HBC:S

[illegible] Ore.
[illegible]/26, 25.

[illegible] State Highway Comm.
Salem. Ore.

Dear Sirs:- I have not bothered you for a long time about my grocery account against F E L Gates. It has been over a year since I let Rozelle have those groceries for his cook house and goodness knows I deserve my money. Any information about this matter or what to do will be greatly appreciated.

Yours Truly
Fred H Richter

PR 27

[redacted]

3/20/18

ANSWERED
H. B. G.

PR 1292

Various claims filed against Roy Roselle.

A. B. Daly & Company	$ 120.11	
E. A. Ansen	656.00	
Umpqua River Nav. Co.	57.50	
Winchester Bay Lumber Co.	10.70	
Koontz Machine Shop & Garage	75.50	
F. W. Varrelman	264.55	
Reedsport Meat Market	255.75	
Reedsport Realty Co.	45.00	
Reedsport Towboat Co.	81.00	
Fred H. Risher	382.57	
Trojan Powder Co.	2,607.75	(Gates Personal)
John S. Bagley	629.55	
J. D. Hall	16.10	
J. W. Vinton -	289.09	- Balance -

Copy of list given to Clemens 3/20/18
for Mrs. Weatherford

PR 128 B

March 15,1928

Mr. Earl L. Mellett,
202 East 8th St.,
Eugene, Oregon.

R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Replying to yours of the 10th instant, regarding the contract of E. L. Estes, will say that this is state highway contract No. 228. The county on the bond is the Metropolitan Casualty Insurance Company of New York, The Pacific Insurance Agency, Inc. Agents, Henry Building, Portland, Oregon. This job is known as grading of the Winchester Bay-Lakeside Section.

Very truly yours,

Roy A. Klein,
State Highway Engineer,

By

H. E. Blaisyor,
Chief Clerk.

HEB:JH

EARL L. McNUTT

Highway Contractor

STAGE LINES, TRUCKING, TEAMING
AND GRADING

202 EAST EIGHTH STREET

Eugene, Oregon,
March 10, 1928

R.A.Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I would like very much to be informed regarding contract now under operation or just completed by E.L. Gates near Lakeside , Oregon. Would like to have both the contract number and the name and address of Surety Co.that is bonding the job.

Yours very truly,

Earl L. McNutt

GC:ELM

ANSWERED
H. B. G.

#922
108E
P12813

March 7th, 1928

Mr. H. L. Coter,
Lakeside, Oregon.

Dear Sir:

Attached hereto is copy of letter we have today received from A. E. Daly & Co. of Marshfield, advising us of their claim in the sum of $129.11 against Ray Rozell, your subcontractor on the Winchester Bay-Lakeside project.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. E. Claisyer,
Chief Clerk.

EEC:JS

March 7th,1928

A. E. Daly & Co. Inc.
258 Broadway St.
Marshfield, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 6th inst. advising us of your claim in the sum of $129.11 against Roy Rozell, subcontractor under E. L. Gates for the grading of the Winchester Bay-Lakeside Sectio of the Roosevelt Coast Highway.

Your understanding that Mr. Gates has completed the work subcontracted to Mr. Rozell is correct. As original contractor Mr. Gates is responsible for the claims incurred against this project whether by himself or by any of his sub-contractors. The protection offered claimants for the satisfactory settlement of their accounts is the bond furnished by the contractor. We would suggest that you not only file notice of your claim with Mr. Gates but that you also file it with the Metropolitan Casualty Insurance Co. of N.Y., who are acting as surety on Mr. Gates' bond. The local agent for this bonding company is the Pacific Insurance Agency, Inc. 400 Henry Building, Portland, Oregon. It is our understanding that Mr. Rozell furnished a bond to Mr. Gates, but the name of this company we cannot give you at this time, but it is our thought that you would have action against this bond as well as Mr. Gates' bond.

Mr. Rozell is in Marshfield at the present ti e and it might be well for you to secure additional information from him if you are able to locate him.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

March 7th,1928

Metropolitan Casualty Insurance Co. of N.Y.
Pacific Insurance Agency, Inc.
Henry Building,
Portland, Oregon.

Gentlemen:

Attached hereto is copy of letter we have today received from A. B. Daly & Company of Marshfield, relative to their claim in the sum of $129.11 against Ray Ronell, subcontractor under R. L. Gates for the grading of the Winchester Bay-Lakeside Section.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

A. B. DALY & CO.
INCORPORATED

REPRESENTING
THE SKOOKUM COMPANY
UNITED STATES STEEL PRODUCTS CO.
TROJAN POWDER CO.
FAIRBANKS-MORSE & CO.
WILLAMETTE IRON & STEEL WORKS
SIMONDS SAW & STEEL CO.
GOODYEAR TIRE & RUBBER CO.
AMERICAN PULLEY CO.
VAUGHAN MOTOR WORKS

253 BROADWAY PHONE 293

MARSHFIELD, OREGON

March 6, 1928.

OREGON
STATE

Oregon State Highway Commission,

Salem, Oreg.

Gentlemen;-

Notice is hereby given that the undersigned A. B. Daly & Co. has a claim for the following material furnished in the sum of $129.11 against the bond taken from Roy Roselle, sub-contractor for E. L. Gates for Winchester Bay to Lakeside job.,

April	10,	1927 -	10 Box No. 7 Blasting Caps	20.00
"	16	"	50 ft. Choker Line	16.16
"	23	"	13 lbs. Seizing Strand	2.08
May	4	"	Repairs for Logging Block	12.60
"	4	"	1 - ft. Bucking Saw	12.70
"	13	"	Repairs for Logging Block	12.00
"	20	"	52 ft. Choker Line	18.67
"	26	"	200 No. 8 Exploders	22.20
"	26	"	1 - 7 ft. Bucking Saw	12.70
				$129.11

Up to the present time we have not received a payment on the above material and we understand this sub-contract was canceled and the job completed by Mr. E. L. Gates.

Yours truly,

A. B. DALY & CO.

By A. J. Vaughan
Secy.

ANSWERED
H. B. G.

A. B. DALY & CO.
INCORPORATED

REPRESENTING
THE SKOOKUM COMPANY
UNITED STATES STEEL PRODUCTS CO.
TROJAN POWDER CO.
FAIRBANKS-MORSE & CO.
WILLAMETTE IRON & STEEL WORKS
SIMONDS SAW & STEEL CO
GOODYEAR TIRE & RUBBER CO.
AMERICAN PULLEY CO
VAUGHAN MOTOR WORKS

253 BROADWAY PHONE 293

MARSHFIELD, OREGON

March 6, 1928.

OREGON
STATE

Oregon State Highway Commission,

Salem, Oreg.

Gentlemen;-

Notice is hereby given that the undersigned A. B. Daly & Co. has a claim for the following material furnished in the sum of $129.11 against the bond taken from Roy Roselle, sub-contractor for E. L. Gates for Winchester Bay to Lakeside job.,

April	10,	1927 -	10 Box No. 7 Blasting Caps	20.00
"	16	"	50 ft. Choker Line	16.16
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"	4	"	1 - ft. Bucking Saw	12.70
"	13	"	Repairs for Logging Block	12.00
"	20	"	52 ft. Choker Line	18.67
"	26	"	200 No. 8 Exploders	22.20
"	26	"	1 - 7 ft. Bucking Saw	12.70
				$129.11

Up to the present time we have not received a payment on the above material and we understand this sub-contract was canceled and the job completed by Mr. E. L. Gates.

Yours truly,

A. B. DALY & CO.

By A J Vaughan
Secy.

ANSWERED
H. B. G.

#922

100 F

PR 128 B

March 7th, 1928

Mr. Wallace G. Jensen, Atty.
First Bank Bldg.
Reedsport, Oregon.

Dear Sir:

Replying to your letter of the 5th inst. concerning claims of local individuals against Ray Rosell, which same were filed in this office by yourself, wish to say that the labor claims have already been taken care of. We are without authority to pay the material claims, and it is our suggestion that in order to secure satisfactory settlement of these the various claimants should look to the bond furnished by Mr. Rosell to Mr. Gates and also to the bond furnished by Mr. Gates to the Highway Commission. We do not know the name of the surety on Mr. Rosell's bond to Mr. Gates, but the surety on Mr. Gates' bond to the state is the Metropolitan Casualty Insurance Co. of N.Y. for whom the Pacific Insurance Agency are local agents with offices in the Henry Building, Portland, Oregon.

I do not know from whom Mr. Jones secured his information to the effect that we were about to pay Mr. Gates in full for the work involved in this contract. Mr. Gates' contract is nearly completed but present indications are that final settlement will not be made until we have been assured that outstanding claims against the work have all been satisfactorily settled.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

WALLACE G. BENSON
ATTORNEY AT LAW
FIRST BANK BUILDING
REEDSPORT, OREGON

Mar. 5, 1928.

RECEIVED
7 1928
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen;

Some months ago, at the request of local individuals, I filed various claims arising by reason of the bankruptcy of Roy Rozelle on State Highway job in this County.

For example, N.S.Jones, proprietor of Union Iron Works, filed a claim in the sum of approximately $140.00. Mr. Jones has heard nothing further from this claim and has today advised me that Mr. Gates, original contractor under whom Rozelle was subbing, is about to be paid in full by your body.

Will you please avise status of these claims.

Very truly yours,

W G Benson.

ANSWERED
H. B. G.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Chaloupka,
Chief Clerk.

EBC:JS

#922
108F

PR128B

March 2nd,1928

Mrs. E. L. Coles,
Lakeside, Oregon.

Dear Sir:

This letter is to inform you that we have today received from Coos & Murphy, attorneys of Marshfield, Oregon, affidavit of the claim of E. A. Anson against Roy H. Newell, being for rental of a donkey engine. The amount of claim is $600.00.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Chalmers,
Chief Clerk.

HBC:JH

March 2nd,1928

Goss & Murphy,
Marshfield, Oregon.

Gentlemen:

We acknowledge receipt of affidavit of claim of E. A. Jensen against Roy Rosell, subcontractor under E. L. Oates for the construction of the Winchester Bay-Lakeside section of the Roosevelt Coast Highway. This claim is in the sum of $655.00.

In response to your request we hand to you herewith certified copy of contract and bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

K. B. Glaisyer,
Chief Clerk.

HBG:JS
enc

March 2nd, 1928

Metropolitan Casualty Insurance Co. of N.Y.
Pacific Insurance Agency,
Henry Building,
Portland, Oregon.

Re: Claim of E. A. [illegible]

Gentlemen:

This is to inform you that we have today received affidavit of claim of E. A. Jensen in the sum of $655.00, being against Roy H. Bonell, subcontractor under E. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. This claim is for rental of a donkey engine.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

To the STATE HIGHWAY COMMISSION,
Salem, Oregon.

RECEIVED
MAR 2 1928
STATE

Claim of E. A. Aasen upon bond of E. L. Gates, Winchester Bay--Lakeside section of Roosevelt Coast Highway.

E. A. Aasen hereby requests that a copy of the bond of said E. L. Gates for the prosecution of the contract of Winchester-Bay--Lakeside section of the Roosevelt Coast Highway be furnished him by mailing the same to Marshfield, Oregon, addressed to Goss & Murphy, his attorneys, and hereby furnishes affidavit of the materials supplied by him and that payment therefor has not been made as required by Section 2991 Oregon Laws.

E G Aasen

GOSS & MURPHY

BY _____

Postoffice address, Marshfield, Oregon.

STATE OF OREGON)
) ss.
COUNTY OF COOS)

I, E. A. Aasen, being first duly sworn on oath depose and say; that I am a citizen and resident of the State of Oregon, and that heretofore, to-wit: on the 6th day of April, 1927, I entered into a written agreement with one Roy H. Rozell wherein and whereby I leased to said Roy H. Rozelle, the following described personal property, to-wit:

> One Tacoma Wide Drum Yarder Donkey Engine 10 X 12, together with 1100 feet of 1 1/8" main line; 2000 feet of 9/16" trip line, one 12" roller-bearing block, and other equipment supplied with and used in connection with the foregoing.

for the express and agreed rental of $15.00 per day, excluding Sundays and Holidays, which equipment was furnished said Roy H. Rozell for use in clearing a right of way on the Lakeside-Winchester Bay section of the Roosevelt Coast Highway, under subcontract or agreement by the said Roy H. Rozell to and with E. L. Gates, who then and there held a contract therefor with the State of Oregon.

That said donkey engine was used under said contract for the clearing of said right of way and there remains unpaid on the rental thereon the sum of $655.00, and this affidavit is made for the purpose of securing a certified copy of the contract of said E. L.Gates for said work and the bond given by him under the statute in connection therewith; and that said contract has not as yet been completed or accepted by the State of Oregon.

E. A. Aasen

STATE OF OREGON)
) ss.
COUNTY OF COOS)

I, E. A. Aasen, being first duly sworn on oath depose and say; that I am a citizen and resident of the State of Oregon, and that heretofore, to-wit: on the 6th day of April, 1927, I entered into a written agreement with one Roy H. Rozell wherein and whereby I leased to said Roy H. Rozelle, the following described personal property, to-wit:

> One Tacoma Wide Drum Yarder Donkey Engine 10 X 12, together with 1100 feet of 1 1/8" main line; 2000 feet of 9/16" trip line, one 12" roller-bearing block, and other equipment supplied with and used in connection with the foregoing.

for the express and agreed rental of $15.00 per day, excluding Sundays and Holidays, which equipment was furnished said Roy H. Rozell for use in clearing a right of way on the Lakeside-Winchester Bay section of the Roosevelt Coast Highway, under subcontract or agreement by the said Roy H. Rozell to and with E. L. Gates, who then and there held a contract therefor with the State of Oregon.

That said donkey engine was used under said contract for the clearing of said right of way and there remains unpaid on the rental thereon the sum of $655.00, and this affidavit is made for the purpose of securing a certified copy of the contract of said E. L.Gates for said work and the bond given by him under the statute in connection therewith; and that said contract has not as yet been completed or accepted by the State of Oregon.

E A Aasen

Subscribed and sworn to before me this 1st day of March, 1928.

Notary Public for Oregon.

My Commission Expires:
March 16, 1928

February 21, 1928.

FH 128-B

Mr. C. E. Purcell
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Attention Mr. Davis

Dear Sir:

In accordance with our telephone conversation this morning relative to the channel change work on the Winchester Bay-Lakeside Section, Oregon Project 128-B, we are sending you herewith six copies of estimate as basis for modified agreement, and four copies of special price agreement covering the work to be done.

Four copies of map showing the proposed change are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP
Encls.

Oregon State Highway Department — Project 128-B

WINCHESTER BAY-LAKESIDE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

(Estimate as basis for modified agreement. Revised to include channel change.)

Salem, Oregon, February 21, 1928.

Grading

All Required	Clearing and Grubbing		$25,700.00
96,000 cu.yds	Sand Excavation	$ .32	30,720.00
153,000 cu.yds	Common Excavation	.36	55,080.00
55,500 cu.yds	Other Excavation	.55	30,525.00
200,000 yds.sta.	Overhaul	.04	8,000.00
200 lin.ft	12" Concrete Pipe	1.15	287.50
1,750 lin.ft	15" Concrete Pipe	2.50	4,375.00
1,368 lin.ft	24" Concrete Pipe	3.48	5,760.64
40 lin.ft	36" Concrete Pipe	6.38	255.20
94 cu.yds	Class "B" Concrete	25.00	1,472.00
31 M-FBM	Lumber and Timber	50.00	1,550.00

Surfacing

2,100 cu.yds	Sub-base Course Surfacing	2.64	5,544.00
8,500 cu.yds	Base Course Surfacing	2.64	22,440.00
8,500 cu.yds	Top Course Surfacing	2.64	22,440.00
2,100 cu.yds	Filler	.30	630.00
5,600 yd.mi	Filler Haul	.19	1,064.00

Channel Change

All Required	Clearing and Grubbing		2,000.00
10,000 cu.yds	Common Excavation	.36	3,840.00
2,000 cu.yds	Other excavation	.55	1,100.00
	Sub-total		$221,992.70
	10% Engr. & Cont		22,192.27
	Total		$244,184.97

Length of Project 7.967 miles (revised)
Cost per mile $30,640.76

State Funds available	$95,831.25	
Federal Aid requested	148,783.72	(60.94822%)
	$244,184.97	

B R I D G E S

Bridge over 20' Span - Station 60

19 M-FBM	Lumber and Timber	$50.00	$ 960.00
24 cu.yds	Class "B" Concrete	25.00	598.00

...ge over 20' Span - Station 278

65 M-FBM	Lumber and Timber	$ 60.00	$3,[illegible]
2,000 lin.ft	Timber Piling	.85	1,700.00
		Sub-total	$4,[illegible]
		10% Engr. & Cont.	[illegible]
		Total	7,037.80

Length of Bridges 0.050 Miles

State Funds Available	$2,815.12
Federal Aid Requested	4,222.68
	$7,037.80

S U M M A R Y

Work	Total Estimated	State Funds	Federal Aid
Grading and Surf.	$ 244,114.97	$ 95,331.25	$ 148,783.72(60.94[illegible]%)
Bridges	7,037.80	2,815.12	4,[illegible] (60%)
	$251,152.77	$98,146.37	$153,006.40(60.92[illegible]%)

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Winchester Bay-Lakeside Section

Highway Roosevelt Coast Date ....., 192..

County Coos & Douglas Contract No. 922

Contractor E. L. Oates

Address Lakeside

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: All necessary clearing and grubbing, grading and spillway construction in accordance with the plans for the Clear Lake channel change.

Location by station numbers: Station 0+00 to Station 78+34 of the Clear Creek channel change survey

Estimated quantities and agreed prices:

All necessary clearing and grubbing	lump sum	$2000.00
10,000 cu.yds common excavation	at $0.36	6840.00
2,000 cu.yds other excavation	at 0.85	1160.00
2 M lumber and timber in place	at $50.00	100.00

Specifications: Referred to Contract # 922 as to excavation classifications and clearing and grubbing

Lumber and timber to #1 common.

(Use back of sheet if more space is required)

Recommended for approval:

P. P. Whitmore
Resident Engineer.

Signed:

E. L. Oates
Contractor.

Recommended for approval:

J. S. Sawyer
Division Engineer.

Approved:

Roy A. Klein
State Highway Engineer.

CMP

INSTRUCTIONS: After the signature of the contractor has been obtained, submit the original and four copies to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer and the Resident Engineer.

February 21, 1938

PR 128-B

Mr. P. P. Whitmore,
Resident Engineer,
State Highway Department,
Winchester Bay, Oregon.

Dear Sir:

Reference is made to the channel change work on the Winchester Bay-Lakeside Section, contract No. 922, federal aid Project 128-B.

In order that we may properly prepare our vouchers for the Bureau of Public Roads, will you kindly show this channel change work on your monthly estimates separate from the balance of the work on the project? This is occasioned by the fact that the items are set up separately on the project agreement estimate, and therefore must be itemized separately on the voucher submitted to the government.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeCouse/AP

CC Mr. J. S. Sawyer

RR 138B

February 14,1928

Mr. Fred H. Richter,
Ontario, Oregon.

Dear Sir:

Replying to your letter of the 12th inst. concerning your claim against Loy Ensell, subcontractor under E. L. Gaige, wish to say that no new developments have occurred since last writing you.

We anticipate this work will be completed within the next two months and present indications are that final payment will not be made until the matter of claims has been satisfactorily adjusted.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Olmsyer,
Chief Clerk.

HBO:JS

Ontario, Ore.
2/12/28.

Oregon State Highway Comm.
Salem, Ore.

Dear Sirs:- I wrote you some time ago about the bill for grading turned by Mr Rogelle and furnished his cook house. I wrote Mr Gates and also his bonding company and received no reply.
While furnishing that grav. to Rogell I asked Mr Gates if I was certain of getting my money & Rogell work[ed] [o]ut and he said he was sure Mr Rogelle would take care of it and he would give it his first consideration as he did not want me to stop the work by cutting off Rogells supplies.
I understand Gates is about finished at Lakeside. Would I stand suit to collect this money. Please advise me so I am in readiness of this money?

Yours Truly
Fred H Richter

PR 128B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

COPY

FEB 14 1928
OREGON
STATE HIGHWAY COMMISSION

MISSION

28

IN REPLY PLEASE
REFER TO FILE No.

No. 128-A
291+00 to
includes from

jects and
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please separate
icate which of
his office may

r.

PR128B

FORM S-A-1 S-7065 1000 11-27

COMMISSIONERS
M. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

January 23,1928

IN REPLY PLEASE
REFER TO FILE NO.

Mr. P. P. Whitmore,
Resident Engineer,
Winchester Bay, Oregon.

Dear Sir:

For your information Federal Aid project No. 128-A Reedsport-Winchester Bay Section, includes from Station 291+00 to 472+50. Project 128-B, Winchester Bay-Lakeside Section includes from station 291+00 through 0+00 equals 201+50 to 72+00.

Our surfacing contract includes both projects and probably a little additional length on the Reedsport end.

In writing up future surfacing estimate please separate your items by stationing in such a way that you can indicate which of the Federal Aid projects the work is on in order that this office may in turn bill the Bureau for their portion of the work.

Very truly yours,

J. S. SAWYER
Division Engineer.

JSS:JS

cc. J. W. DeSouza.

#922—
19 F
PR 28 F5

January 6th, 1928

Mr. Fred H. Richter,
Ontario, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 4th inst. regarding your claim against Roy E. Rossell, subcontractor under E. L. Gates, for the grading of the Winchester Bay-Lakeside Section.

In reply will say that in so far as material claims are concerned we are not authorized to settle any of these claims. However, we have paid a number of the labor claims. As we informed you previously, you will have to look to Mr. Gates and his bondsmen for satisfaction of this claim. The job is getting pretty well along now and should be finished in the not far distant future. We believe that the matter will be satisfactorily framed out before final payment is made. However, we suggest that you take the matter up against with Mr. Gates and the surety on his bond for the reason that Mr. Gates and his bondsmen are equally responsible and liable as Mr. Rossell. As we have informed you previously, the surety on Mr. Gates' bond is the Metropolitan Casualty Insurance Company, of New York, the Pacific Insurance Agency, agents, Henry Building, Portland, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

Ontario, Ore.
1/4, 28

OREGON
STATE

#92
108F
PR#1258

Oregon State Highway Comm.
Salem, Ore.

Dear Sirs:- Could you give me any information as to when I can get my money for the Groceries furnished Roy H Rozelle's cook house on the Winchester Bay - Lakeside job. This claim surely ought to be paid soon. Had I stopped Mr Rozelle's credit last spring work would have stopped on the clearing. I spoke to Mr Yates about it then and he said since I would get my money and did not want the work to stop as the grading outfit was right behind the clearers.

I have bought a ranch here and borrowed some money partly on the hope of receiving this money soon. This money was held

#9
100
PR-12

back from the memo wages and as the wages were paid, I assumed my claim was the same. I will greatly appreciate some help in the collection of this bill.

Yours Truly
Fred H Richter

#92
100F
PR#12813

January 4, 1928

Metropolitan Casualty Insurance Co. of N. Y.,
Pacific Insurance Agency, Inc.,
Henry Building,
Portland, Oregon

Gentlemen:

This letter is to inform you, as Surety on the bond furnished by Mr. E. M. Gates in connection with his contract for the grading of the Winchester Bay-Dunescape Section of the Roosevelt Coast Highway that we have today received from Wallace G. Benson, an attorney of Reedsport, notice of the claim of the Winchester Bay Lumber Company against Ray Roselle, subcontractor under Mr. Gates, being in the sum of $10.70 for lumber products furnished in connection with this work.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

REC:S

H. M. Glasgow
Chief Clerk

January 4, 1928

Mr. H. L. Gatens,
Lakeside, Oregon.

Dear Sir:

We wish to inform you that we have today received notice from Wallace C. Benson, an attorney of Reedsport of the claim of the Winchester Bay Lumber Company against Roy Hoselle, subcontractor on your Winchester Bay job. The amount of this claim is $10.70 for lumber furnished.

Will you please give this your attention?

Very truly yours,

Roy A. Klein,
State Highway Engineer.

By

HBC:S

H. B. Glaisyer
Chief Clerk

January 4, 1928

Wallace C. Benson,
Attorney at Law,
First Bank Building,
Reedsport, Oregon

Dear Sir:

Your letter of the 31st ult. addressed to Mr. Sam A. Kozer, Secretary of State, in which you enclose the bill of the Winchester Bay Lumber Company against Roy Roselle, subcontractor under E. L. Gates, has been referred to this department.

In reply will say that the matter of the payment of this claim should be taken up with Mr. E. L. Gates, the original contractor, and the Surety on his bond who, in this instance, is the Metropolitan Casualty Insurance Company of New York, for whom the Pacific Insurance Agency, Inc. are agents, with offices in the Henry Building, Portland.

We are this date advising Mr. Gates and this Surety Company of the existence of this claim.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HEC:S

H. B. Claiayer
Chief Clerk

WALLACE G. BENSON
ATTORNEY AT LAW
FIRST BANK BUILDING
REEDSPORT, OREGON

Dec. 31, 1927.

Hon. Sam A. Kozer,
Secretary of State,
Salem, Ore.

Dear Sir;

Enclosed please find bill of Winchester Bay Lumber Co. (Claim against State) for material furnished Roy Rozelle subcontractor.

Please address any correspondence concerning same to the undersigned.

Very truly yours,

W G Benson.

Respectfully referred to the Oregon State Highway Commission

SAM A. KOZER,

Secretary of State.

ANSWERED
H. B. G.

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTM[illegible] STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 10 | 70

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, R. J. Hubbard (Name), *being first duly sworn,*

THE STATE OF OREGON

To Winchester Bay Lumber Company, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address Reedsport, Oregon.

DATE	NATURE OF CLAIM	AMOUNT
	For material furnished Roy Rozelle, subcontractor under E.L.Gates, contractor, on Roosevelt Highway construction in Douglas County, *the Oregon State Highway Commission, as per attached statement:*	$ 10. 70

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 10 70

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, R. J. Hubbard (Name), *being first duly sworn,*

For material furnished Roy Rozelle, subcontractor under E.L.Gates, contractor, on Roosevelt Highway construction in Douglas County, *the Oregon State Highway Commission, as per attached statement:*	$ 10.	70

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 10 | 70

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas. } ss.

I, R. J. Hubbard (Name), *being first duly sworn, depose and say, upon oath, that I am* general mgr. (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* material (Material or service) *therein specified* has been furnished (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE ☛ R. J. Hubbard (Name)

Subscribed and sworn to before me this 18th *day of* November, *A. D. 192*7.

W. G. Benson
Notary Public for Oregon.

My commission expires Apr. 26-1929.

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

Form 6—B-5556—5M—6-27

Office No..... Indexed by.....

CLAIM No.....

STATE HIGHWAY FUND

$.....

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,.....

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount.

.....
Chairman
.....
Commissioner
.....
Commissioner
State Highway Commission

Audited and Allowed

.....

.....
Secretary of State

COST DISTRIBUTION

JOB	ACCT. NO.	ORDER NO.	AMOUNTS

INVOICE NO. 3304
OUR ORDER
YOUR ORDER
CAR
WEIGHT
ROUTING
COMMISSION
TERMS

(Copy)

WINCHESTER BAY LUMBER COMPANY

SPRUCE AND LUMBER PRODUCTS

REEDSPORT, OREGON,
March 12, 1927.

SOLD TO Mr. Roy H. Rozell,
Winchester Bay, Oregon.

SHIPPED TO Same - Same.

NOTE—ALL CLAIMS FOR ANY CAUSE MUST BE MADE WITHIN TEN DAYS AFTER RECEIPT OF GOODS. OUR RESPONSIBILITY CEASES AFTER DELIVERY TO TRANSPORTATION COMPANY

32 pcs.	1x12- 8	#3 Common Spruce, Rough or surfaced	256 ft.			
12 "	" -10	ditto	120 ft.			
12 "	" -14	"	168 ft.			
6 "	2x 4- 8	#3 Common Hemlock, rough or surfaced	32 ft.			
4 "	" -12	ditto	32 ft.			
2 "	" -14	"	19 ft.			
6 "	12-14	"	42 ft.			
			669 ft.	@	16.00	$ 10.70

HBG:S
Enc.

By

H. B. Glaisyer
Chief Clerk

PR1281B

November 26, 1937

Mr. C. H. Crum,
State Labor Commissioner,
Building

Dear Sir:

There is handed to you herewith an assignment from Harry Smith to the Coos Bay Grocery Company, North Bend, Oregon, of sums of money due or owing to Mr. Smith for labor performed for Roy Rozelle, subcontractor under E. L. Gates for the construction of the Winchester Bay-Lakeside section of the Roosevelt Highway in Coos and Douglas Counties.

Mr. Smith's warrant was handed to you yesterday for delivery to him. We hand you this assignment to dispose of as you best see fit.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk

HEG:S
Enc.

December 13, 1937

Mr. C. H. Crum,
State Labor Commissioner,
Building

Dear Sir:

There is handed to you herewith State of Oregon warrants as follows:

#186238 in the sum of $96.75, payable to the order of Ike Johnson; #186239 in the sum of $156.78, payable to the order of Mrs. Ike Smith; #186240 in the sum of $81.67, payable to the order of Tom Don.

These warrants are in payment of the claims of the above mentioned parties against Ray Roselle, subcontractor under R. L. Gates for the construction of the Winchester Bay-Lakeside section of the Roosevelt Coast Highway in Coos and Douglas Counties. The payment of these claims completes the list that was approved for payment some time ago.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Olinger
Chief Clerk

HBO:S
Enc. 3

November 25th, 1927.

Mr. C. H. Cram,
State Labor Commissioner,
Building.

Dear Sir:

We hand to you herewith warrants on the State of Oregon as follows:

No. K 104227 in the sum of $246.33, payable to the order of Roy Gee,
No. K 104228 in the sum of $288.18 payable to the order of S. H. Graff,
No. K 104229 in the sum of $417.01, payable to the order of Geo. W. Hewis,
No. K 104230 in the sum of $289.12, payable to the order of A. Z. Wallace,
No. K 104231 in the sum of $265.88, payable to the order of Harry J. Smith,
No. K 104232 in the sum of $272.65, payable to the order of Pat Prescott,
No. K 104233 in the sum of $225.45, payable to the order of W. M. Stewart.

These warrants are in payment of the claims of the above parties for services rendered Mr. Roy Hewell, subcontractor under H. L. Coles in connection with his contract for the grading of the Winchester Bay-Reedsside Section of the Roosevelt Coast Highway in Douglas and Coos Counties, state highway contract No. 322.

Warrants in payment of additional claims against Mr. Hewell will be handed to you as soon as received from the Secretary of State.

Regarding the claim of Lee O. Westcott, have to advise that a warrant in the sum of $229.52 was mailed direct to Mr. Westcott by mistake on November 21st, 1927.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. H. Gleimyer,
Chief Clerk.

HHG:JS

November 25, 1929

Mr. C. E. Gram,
State Labor Commissioner,
Building

Dear Sir:

We hand you herewith the following State of Oregon warrants in payment of labor claims against Ray Donelle, subcontractor under E. L. Bates for the grading of the Winchester Bay section of the Roosevelt Highway, State Highway Commission Contract #922.

M186340	$7.00	George Prescott
M186342	80.36	Robert Burnhardt
M186343	22.36	Ira Cox
M186345	12.96	Dewey Cox
M186344	141.76	John McArthur
M186345	141.96	J. A. Kennedy
M186346	136.89	Clarence J. Thornton
M186347	125.19	Carl Ledbetter
M186348	171.49	Matt Stonelake
M186349	133.68	J. W. Bader
M186350	151.24	W. V. Ashburn
M186351	72.68	Jack White ← returned by Mr. Gram 8/10/29 account could not locate Jack White. HWS 8/10/29
M186352	132.16	Merrill Shepard
M186353	70.71	Kenneth Wellman

The claims remaining to be paid, according to our present record, are those of Mrs. May Smith, Tom Don, and Gus Johnson. We expect to receive warrants from the Secretary of State within the near future to cover these claims. They will be presented to you when received.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

Chief Clerk

HEC:S
Enc.14

November 25, 1929

Mr. C. E. Gram,
State Labor Commissioner,
Building

Dear Sir:

We hand you herewith the following State of Oregon warrants in payment of labor claims against Ray Rozelle, subcontractor under E. L. Gates for the grading of the Winchester Bay section of the Roosevelt Highway, State Highway Commission Contract #322.

M185340	$7.00	George Prescott
M185342	22.95	Ira Cox
M185343	12.95	Dewey Cox
M185344	141.76	John McArthur
M185345	141.95	J. A. Kennedy
M185346	136.29	Clarence J. Thornton
M185347	125.19	Carl Lodewell
M185348	171.49	Matt Stonelake
M185349	133.60	J. W. Nader
M185350	151.24	W. V. Ashburn
M185361	72.60	Jack White ← returned by Mr. Gram 8/10/29 account could not locate Jack White. HWB 8/10/29
M185362	132.16	Merrill Shepard
M185363	70.71	Kenneth Wellman

The claims remaining to be paid, according to our present record, are those of Mrs. May Smith, Tom Don, and Gus Johnson. We expect to receive warrants from the Secretary of State within the near future to cover these claims. They will be presented to you when received.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

Chief Clerk

HBC:S
Enc.14

THE STATE OF OREGON

To Gus Johnson, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

% St. Vincents Hospital
Postoffice Address Portland, Oregon

DATE	Nov. 21, 1927 NATURE OF CLAIM	AMOUNT
	For Services rendered	$

the Oregon State Highway Commission, as per attached statement:

The circumstances and date supporting the foregoing claim are these: That during the month of March and for some time thereafter I was in the employ of Roy Rozell, who was a subcontractor under E. L. Gates, who held state Highway contract No. 922, and in settling with Roy Rozell for the month of March it was agreed that I should withold the sum of $85.79 for my wages and pay the same to the Gardiner Milling Company to apply on money which I owed the Gardiner Milling Company for groceries, and when I subsequently filed my claim against E. L. Gates, who defaulted in the completion of his contract against Roy Rozell, I purposely omitted from my said claim the said sum of $85.79 on the assumption that said sum had been paid by Roy Rozell to the Gardiner Milling Company to apply on my grocery bill. I now find that the said sum of $85.79 had not been paid by Roy Rozell but is still due me, and that I still am indebted to the Gardiner Milling Company for groceries in the amount of $85.79.

I hereby state that I worked for R. H. Rozell, Subcontractor in the above mentioned contract, the following days:

Mar. 1 - 31, incl.	exc. 6-13-20-27-28,	26 das. @ $4.00	$104.00
April 1 - 30, "	" 3-10-17-24,	26 " " 4.00	104.00
May 1 - 23, "	" 1-8-15 also 1½ hrs. 24th.,	20 5/32 das. @ 4.00	80.63
			$288.63
Less addicent Ins. @ 2¢ per day to cover Workman's Contribution			.73
			$ 287.90
Less Advances by R. H. Rozell			202.11
	Mar. 1 - May 24, 1927		85 79

Computed by rg

Checked by

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by

Period covered 3/1 - 5/24/1927

Items Labor performed for subcontractor

Registered by Roy Rozell on Cont. 922

Total amount claimed, $ 85 79

Total amount allowed, $

Audited by

STATE OF OREGON,
County of } ss.

I, Gus Johnson (Name), *being first duly sworn, depose and say, upon oath, that I am* (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* (Material or service) *therein specified* has been furnished or rendered *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE

(Name)

For Service rendered $

the Oregon State Highway Commission, as per attached statement:

The circumstances and date supporting the foregoing claim are these: That during the month of March and for some time thereafter I was in the employ of Roy Rosell, who was a subcontractor under E. L. Gates, who held state Highway contract No. 922, and in settling with Roy Rosell for the month of March it was agreed that I should withold the sum of $85.79 for my wages and pay the same to the Gardiner Milling Company to apply on money which I owed the Gardiner Milling Company for groceries, and when I subsequently filed my claim against E. L. Gates, who defaulted in the completion of his contract against Roy Rosell, I purposely omitted from my said claim the said sum of $85.79 on the assumption that said sum had been paid by Roy Rosell to the Gardiner Milling Company to apply on my grocery bill. I now find that the said sum of $85.79 had not been paid by Roy Rosell but is still due me, and that I still am indebted to the Gardiner Milling Company for groceries in the amount of $85.79.

I hereby state that I worked for R. H. Rosell, Subcontractor in the above mentioned contract, the following days:

Mar. 1 - 31, incl.	exc. 6-13-20-27-28,	26 das. @ $4.00	$104.00
April 1 - 30, "	" 3-10-17-24,	26 " " 4.00	104.00
May 1 - 23, "	" 1-8-15 also 1½ hrs. 24th.,	20 5/32 das. @ 4.00	80.63
			$288.63
	Less addicent Ins. @ 2¢ per day to cover Workman's Contribution		.73
			$ 287.90
	Less Advances by R. H. Rosell		203.11
	Mar. 1 - May 24, 1927		85 79

Computed by rg

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered 5/1 - 5/24/1927

Items Labor performed for subcontractor

Registered by Roy Rosell on Cont. 922

Total amount claimed, $ 85 79

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of .....} ss.

I, Gus Johnson (Name), *being first duly sworn, depose and say, upon oath, that I am* ..... (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* ..... (material or service) *therein specified* ..... (has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE .....
(Name)

Subscribed and sworn to before me this .....
day of ....., *A. D. 192*.....

.....
Notary Public for Oregon.

My commission expires .....

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

Form 6—B4361—5M—9-27.

Office No._____ Indexed by_____

*Claim No.*_____

STATE HIGHWAY FUND

GUS JOHNSON
ST. VINCENTS HOSPITAL
PORTLAND, OREGON

$ 85.79

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,_____

The within claim has been authorized in the above amount.

_____
State Highway Engineer

The within claim is approved and allowed in the above amount.

_____ Chairman
_____ Commissioner
_____ Commissioner
} State Highway Commission

Audited and Allowed

_____

_____
Secretary of State

COST DISTRIBUTION

JOB	ACCT. NO.	ORDER NO.	AMOUNTS	

Lee O Westcott	(Reedsport)		229.52
Ray Coy	(Winchester Bay)		246.33
S.O. Groff	"	"	389.12
Geo W. Reavis	"	"	417.01
E.J. Wallace	"	"	339.12
Harry J. Smith	"	"	565.32
Pat Prescott	"	"	272.63
W.M. Stewart	"	"	225.45

11
21

Warrants as above were mailed to above parties 11/21/27 by auditor by mistake.

Phoned Postmaster at Winchester Bay 11/23 to return — she says she will do so as they have just been received 3:30 P.M.

returned 11/25/27

Postmaster at Reedsport will return Wescott warrant if not already delivered — I am sure he thinks it has been delivered.

DDS

OFFICERS:
C. McC. JOHNSON, PRESIDENT
GEO. W. STAPLES, VICE-PRESIDENT
STANLEY D. CHAPIN, VICE-PRESIDENT
H. McCREA, CASHIER

DIRECTORS:
C. McC. JOHNSON W. P. REED
J. R. BROWNE N. ANDERSON
STANLEY D. CHAPIN
W. F. PECK L. F. EARL

The First Bank of Reedsport

MEMBER FEDERAL RESERVE SYSTEM

REEDSPORT, OREGON

Copy

November 14, 1927.

Mr. C. H. Gram, State Labor Commissioner,
Salem, Oregon,

Dear Sir:-

You perhaps recall the subject of my telephone conversation with you while you were at Eugene recently.

S. O. Groff, formerly of Winchester Bay Oregon has funds due him from labor performed under Roy H. Rozell formerly a contractor on the Roosevelt Highway south of here.

He has indicated by letter a willingness to give us an order for payment to us of the sum of $307.50 which he secured from us on the note signed by a former employer, one of our Directors. If he should show up at your office requesting payment before we have found him to secure an order, please show him this letter and ask that he provide for payment. Of, if in any event, he refused to do so, advise us of the date of payment and the amount.

I am sending a copy of this letter to RayKlein, State Engineer in case arrangements for payment are made through his office instead of yours .

Warrant No. M184928 with amount of $307.12 in favor of S.O. Groff was handed to C.H. Gram at Labor Commission for delivery 11/23/27 HHSB

Yours very truly,

RECEIVED
NOV 23 1927
STATE OF OREGON

GWS.s

Vice-President.

Nov. 14, 1927

Claims against Roy Roselle.

Ashburn, W. V.		$ 152.00	151.24
Bernhardt, Robert	Reedsport	60.36	
Cox, Ike	Winchester Bay	22.95	
Cox, Dewey	Reedsport	12.95	
Cox, Roy	Winchester Bay	246.01	246.33
Don, Tom	Winchester Bay	82.00	81.67
Groff, S. O.	Salem	589.89	389.1
Hall, J. D.		14.10	
Jones, N. S.			?
Kennedy, J. A.		247.00	141.95
Lodmell, Carl		125.17	125.19
Prescott, Pat	Winchester Bay	273.12	272.63
Prescott, Geo.	Winchester Bay	7.00	
Rader, J. W.	Winchester Bay	133.45	133.68
Reavis, G. W.	Winchester Bay	417.78	417.01
Reedsport Meat Market	Reedsport	233.75	groceries
Reedsport Realty Co.	Reedsport	65.00	rent
Reedsport Tow Boat Co.	Reedsport	81.00	towing
Richter, f. H.	Reedsport		? groceries
Smith, Harry	Winchester Bay	745.00	565.3
Smith, Mrs. Mae	Winchester Bay	156.60	156.76
Sheppard, Merrill		132.50	132.16
Stewart, W. M.		226.00	225.45
Stonelake, Matt	Winchester Bay	170.99	171.49
Thornton, Clarence		136.29	
Union Iron Works		136.28	
Vinton, J. W.	Gardiner Box 84	992.99	
Varrelmann, F. W.	Reedsport	256.00	mdse.
Wallace, A. T.	Winchester Bay	339.12	
Wellman, Kenneth	Winchester Bay	71.00	70.71
Westcott, Lee O.	Reedsport	229.52	
White, Jack			? 72.68
McArthur, John J.	Reedsport	141.76	
Johnson, Gus			? 85.79

From Mr Brown

LIST OF CLAIMS AGAINST ROY ROZELLE, SUBCONTRACTOR
UNDER E. L. GATES. CONTRACT No. 922 -

		warrant No.	date mailed to GRIM
Harry J. Smith, Winchester Bay, Oregon.	$565.32	184931	11/25/
John McArthur, Reedsport, Oregon.	141.76	185344	11/25
Clarence J. Thornton, Reedsport, Oregon.	136.29	185346	11/25
Pat Prescott, Winchester Bay, Oregon.	272.63	184932	11/25
W. M. Stewart, Winchester Bay, Oregon.	225.45	184933	11/25
Carl Lodmell, Winchester Bay, Oregon.	125.19	185347	11/25
J. A. Kennedy, Winchester Bay, Oregon.	141.95	185345	11/25
Matt Stonelake, Winchester Bay, Oregon.	171.49	185348	11/25
J. W. Rader, Winchester Bay, Oregon.	133.68	185349	11/25
W. V. Ashburn, Winchester Bay, Oregon.	151.24	185350	11/25
Lee O. Westcott, Reedsport, Oregon.	229.52	sent direct to Wescott by auditor 11-21-27	
Mrs. Mae Smith, Winchester Bay, Oregon.	156.78	186239	12/13
Tom Don, Winchester Bay, Oregon. Gen. Del. Portland	81.67	186240	12/13
Merrill Sheppard, Reedsport, Oregon.	132.16	185352	11/25
Jack White, Reedsport, Oregon.	72.68	185351	11/25
Kenneth Wellman, Winchester Bay, Oregon.	70.71	185353	11/25
Dewey Cox, Reedsport, Oregon.	12.95	185342	11/25
Ike Cox, Winchester Bay, Oregon.	22.95	185342	11/25
Robert Bernhardt, Reedsport, Oregon.	60.36	185341	11/25
Ray Cox, Winchester Bay, Oregon.	246.33	184927	11/25
S. O. Groff, Winchester Bay, Oregon.	389.12	184928	11/25
Geo. W. Reavis, Winchester Bay, Oregon.	417.01	184929	11/25
A. T. Wallace, Winchester Bay, Oregon.	339.12	184930	11/25
George Prescott, Winchester Bay, Oregon.	7.00	185340	11/25
[illegible]	85.71	185650	12/13
J. W. Vinton	789.09	189619	3/24/28

LIST OF CLAIMS AGAINST ROY ROZELLE, SUBCONTRACTOR UNDER E. L. GATES. CONTRACT No. 922 -

Harry J. Smith, Winchester Bay, Oregon.	$565.32
John McArthur, Reedsport, Oregon.	141.76
Clarence J. Thornton, Reedsport, Oregon.	136.29
Pat Prescott, Winchester Bay, Oregon.	272.63
W. M. Stewart, Winchester Bay, Oregon.	225.45
Carl Lodmell, Winchester Bay, Oregon.	125.19
J. A. Kennedy, Winchester Bay, Oregon.	141.95
Matt Syanslake, Winchester Bay, Oregon.	171.49
J. W. Rader, Winchester Bay, Oregon.	133.68
W. V. Ashburn, Winchester Bay, Oregon.	151.24
Lee O. Westcott, Reedsport, Oregon.	229.52
Mrs. Mae Smith, Winchester Bay, Oregon.	156.78
Tom Don, Winchester Bay, Oregon.	81.67
Merrill Sheppard, Reedsport, Oregon.	132.16
Jack White, Reedsport, Oregon.	72.68
Kenneth Wellman, Winchester Bay, Oregon.	70.71
Dewey Cox, Reedsport, Oregon.	12.95
Ike Cox, Winchester Bay, Oregon.	22.95
Robert Bernhardt, Reedsport, Oregon.	60.36
Ray Cox, Winchester Bay, Oregon.	246.33
S. O. Croff, Winchester Bay, Oregon.	389.12
Geo. W. Reavis, Winchester Bay, Oregon.	417.01
A. T. Wallace, Winchester Bay, Oregon.	339.12
George Prescott, Winchester Bay, Oregon.	7.00

TOTAL $4,303.36

Bogell Claims

copies for RAAFs

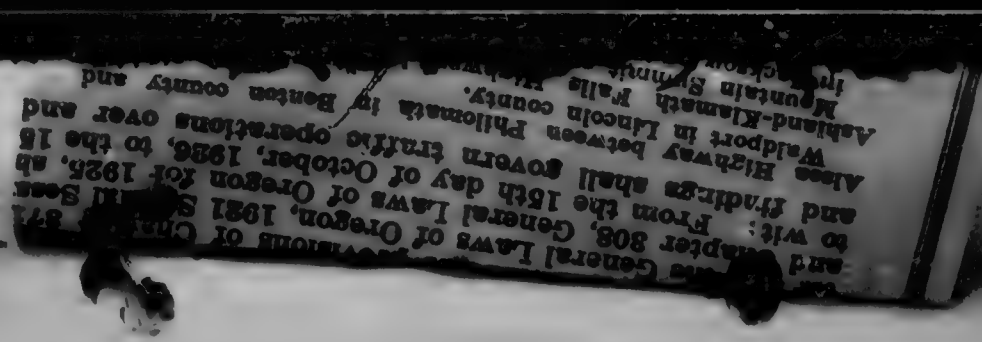
On roll not yet vc

Hedley, M.K.	Mar (Pd)
McCauley, C.D.	Mar
Coles, L.E.	Mar. (Pd)
Gaffney, J.E.	Mar.
Martin, W.G.	Mar. Apr. (Pd)
Roy Wagner	Mar.Apr.May June
Nelson, Carl	Mar. (Pd)
Scott, T	Mar. (Pd)
Ashburn, F.	Mar. Apr. May (Pd)
Jennings, C.	Apr. (Pd)
Condon, J.	Apr. (Pd)
Strum, A.	Apr. (Pd)
Gunnarson, Carl	Apr. (PD)
Wallace, Will	Apr. May (Pd)
Johnson, R.J.	May)Pd)
Heath, R.	May (Pd)
Stone. J.E.	May (Pd)

Roxell Claims

On roll not yet vouchered.

Hedley, M.K.	Mar (Pd)
McCauley, C.D.	Mar
Coles, L.E.	Mar. (Pd)
Gaffney, J.E.	Mar.
Martin, W.G.	Mar. Apr. (Pd)
Roy Wagner	Mar.Apr.May June
Nelson, Carl	Mar. (Pd)
Scott, ?	Mar. (Pd)
Ashburn, F.	Mar. Apr. May (Pd)
Jennings, C.	Apr. (Pd)
Condon, J.	Apr. (Pd)
Strum, A.	Apr. (Pd)
Gunnarson, Carl	Apr. (PD)
Wallace, Will	Apr. May (Pd)
Johnson, R.J.	May)Pd)
Heath, R.	May (Pd)
Stone. J.E.	May (Pd)



Rozell Claims

On roll not yet vouchered.

Hedley, M.K.	Mar (Pd)
McCauley, C.D.	Mar
Coles, L.E.	Mar. (Pd)
Gaffney, J.E.	Mar.
Martin, W.G.	Mar. Apr. (Pd)
Roy Wagner	Mar.Apr.May June
Nelson, Carl	Mar. (Pd)
Scott, ?	Mar. (Pd)
Ashburn, F.	Mar. Apr. May (Pd)
Jennings, C.	Apr. (Pd)
Condon, J.	Apr. (Pd)
Strum, A.	Apr. (Pd)
Gunnarson, Carl	Apr. (PD)
Wallace, Will	Apr. May (Pd)
Johnson, R.J.	May)Pd)
Heath, R.	May (Pd)
Stone. J.E.	May (Pd)

EXTRACT FROM MINUTES OF OREGON STATE HIGHWAY COMMISSION MEETING

HELD OCT. 25, 1927.

The Attorney reported that a large number of labor claims had been left unpaid by a subcontractor named Bogell on a clearing subcontract on Contract No. 922, Winchester Bay-Lakeside Section of the Roosevelt Highway, H. L. Gates, contractor. Mr. Gates was willing to pay these claims but having a bond to protect himself, preferred to have the state pay the claims and make the equivalent deduction on his estimate of funds earned on the contract. On motion which was carried, the payment of these claims was authorized from the State Highway fund to be charged against the contract.

- - - - - - - - - - - - - - -

Paid pursuant to contract and to Chapter 84, Laws of 1925.

THE STATE OF OREGON

To J. W. Vinton, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address Gardiner, Oregon

DATE	Feb. 27, 1928 NATURE OF CLAIM	AMOUNT
	For Labor in falling timber for Ray H. Ingalls sub-contractor under U. S. Govt. for the construction of the Winchester Highlands portion of the Roosevelt Coast Highway	$
	the Oregon State Highway Commission, as per attached statement:	
	Timber fallen April, 1927 1054175 ft. @ 80¢ per M. Ft.	837 00
	" " May " 588568 " " " " "	466 20
	" " June " 1119748 " " " " "	894 97
		1,898 74
	Less cash paid to Bill Wallace	204 24
	" " " " Ray Waggoner (Filer)	148 00
	" " " " Sam Johnson	208 00
	" " " " for meals	90 50
	Money advanced by Ray Ingalls	120 00
	Compensation	91
		799 65
		799 00
	Less amount retained pending final scaling of logs.	200 00
	April 1 - June 30, 1928	600 00
	Computed by FH	
	Checked by	

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by ...6/28/1928...

Period covered

Items

Registered by

Total amount claimed, $ 600 00

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of .....} ss.

I, J. W. Vinton (Name), *being first duly sworn, depose and say, upon oath, that I am* The employee (Claimant) (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* service (Material or service) *therein specified* has been rendered (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT

Timberbar Rightsheeds section of the Roosevelt Coast Highway

the Oregon State Highway Commission, as per attached statement:

Timber fallen April,		1927	1086175	ft.	@ $5/	per M.	Ft.	[illegible]
"	"	May	"	[illegible]	"	"	"	[illegible]
"	"	June	"	1192748	"	"	"	[illegible]
								4,[illegible] 74
Less cash paid to Bill Wallace								[illegible]
"	"	"	"	Ray Waggoner (Filer)				[illegible]
"	"	"	"	Gus Johnson				[illegible]
"	"	"	"	for meals				[illegible]
Money advanced by Ray Ewell								200 00
Compensation								71
								700 00
								700 00
Less amount retained pending final scaling of logs.								[illegible]
				April 1 - June 30, 1927				[illegible]

Ray W Ewell
10PF-538

Computed by [illegible]

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved 6/30/1927

Period covered Labor

Items .....

Registered by .....

Total amount claimed, $ [illegible] 00

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of .....} ss.

I, J. W. Virtue (Name), *being first duly sworn, depose and say, upon oath, that I am* The employee (Claimant) (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* service (Material or service) *therein specified* has been rendered (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE .....
(Name)

Subscribed and sworn to before me this ..... *day of* ....., *A. D. 192*.....

.....
Notary Public for Oregon.

My commission expires .....

{ NOTARIAL SEAL }

This claim is correct and approved.

Warrant No. M..... *issued in payment of the within claim.*

Form 6—C-7780-2M-2-28

Office No._____ Indexed by_____

*Claim No.*_____

STATE HIGHWAY FUND

J. W. VINTON

GARDINER, OREGON

$ 500.00

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,_____

The within claim has been authorized in the above amount.

_____

State Highway Engineer

The within claim is approved and allowed in the above amount.

_____ Chairman

_____ Commissioner

_____ Commissioner

State Highway Commission

Audited and Allowed

_____

_____

Secretary of State

COST DISTRIBUTION

JOB	ACCT. NO.	ORDER NO.	AMOUNTS	

A-2908—2M—11-26

J.W [illegible] , 19

OREGON STATE HIGHWAY COMMISSION

Invoice No. _____ To J W VINTON Dr.

Requisition No. _____

Labor in falling timber for Roy H. Rozelle subcontractor under E. L. Gates for the construction of the Winchester Bay-Lakeside section of the Roosevelt Coast Highway.

Timber fallen	April	1927,	1054175	ft	@ 50¢	per M ft	517.09
	May	"	930562	"	"	"	465.28
	June	"	1192519	"	"	"	996.26
							1978.63
Less cash paid to Bill Wallace							204.34
" " " " Roy Waggoner (Filer)							142.00
" " " " Gus Jognson							202.90
" " " for meals							98.50
Money advanced by Roy Rozell							150.00
Compensation							.91
							798.65
							1179.98

[illegible]

COPY

Copy

THE STATE OF OREGON

To J. W. Vinton, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address .....

DATE	NATURE OF CLAIM		AMOUNT	
	For labor in falling timber for Roy H. Rozelle, sub-contractor under E. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway the Oregon State Highway Commission, as per attached statement:		$	
	Timber fallen April, 1927, 1054175 ft at 50¢ per M. ft.		527	09
	" " May " 930562 " " " " " "		465	28
	" " June " 1192519 " " " " " "		596	26
			1588	63
	Less cash paid to Bill Wallace	204.34		
	" " " " Roy Waggoner (Filer)	142.00		
	" " " " Gus Johnson	202.90		
	" " " for meals	98.50		
	Money advanced by Roy Rozell	150.00		
	Compensation	.91		
			798	65

Clear cut cruised and other work.

Computed by .....

Checked by .....

Total amount claimed, $ 789.98

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount allowed, $.....

Audited by .....

STATE OF OREGON, County of Douglas } ss.

I, J. W. Vinton (Name), being first duly sworn, depose and say, upon oath, that I am the employee (Claimant) (If firm or corporation, state capacity in which employed); that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the service (Material or service) therein specified rendered (Has been furnished or rendered) the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

PERSON MAKING AFFIDAVIT

For labor in falling timber for Roy H. Rozelle, sub-contractor under E. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway

the Oregon State Highway Commission, as per attached statement:

Timber fallen	April, 1927,	1054175 ft	at 50¢ per M. ft.	527	09
" "	May "	930562 "	" " " " "	465	28
" "	June "	1192519 "	" " " " "	596	26
				1588	63

Less cash paid to	Bill Wallace	204.34
" " " "	Roy Waggoner (Filer)	142.00
" " " "	Gus Johnson	202.90
" " "	for meals	98.50
Money advanced by	Roy Rozell	150.00
Compensation		.91
		798 65

Does not read as per order

original order returned to Engr with carbon with letter Jan 6, 1928. for corrections. HHS

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 789.98

Total amount allowed, $.....

Audited by .....

STATE OF OREGON, County of Douglas } ss.

I, J. W. Vinton (Name), being first duly sworn, depose and say, upon oath, that I am the employee (Claimant) (If firm or corporation, state capacity in which employed); that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the service (Material or service) therein specified rendered (Has been furnished or rendered) the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

PERSON MAKING AFFIDAVIT SIGN HERE (Signed) J. W. Vinton (Name)

Subscribed and sworn to before me this 27th day of December, A. D. 192 7.

(Signed) J. H. Austin
Notary Public for Oregon.

My commission expires Dec. 16th. 1928.

{ NOTARIAL SEAL }

This claim is correct and approved

Warrant No. M..... issued in payment of the within claim.

(Signed) Roy H. Rozelle,
Jan. 2, 1926

Form 6—D6361—5M—9-27.

COPY

Office No..... Indexed by.....

Claim No......

STATE HIGHWAY FUND

$.....

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,.....

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount.

.....
Chairman

.....
Commissioner

.....
Commissioner

State Highway Commission

Audited and Allowed

.....

.....
Secretary of State

COST DISTRIBUTION				
JOB	ACCT. No.	ORDER No.	AMOUNTS	

THE STATE OF OREGON

COPY

Reedsport, Oreg.

Sept. 21, 1927

Mr. E. L. Gates,

Dear Sir;

I am enclosing a little note with this letter that Mr. Staples is sending you for me. Now I am the fellow that was down to North Bend to see you about buying the logs.

Now Mr. Gates I sined a note fur Mr. Groff at the fork and he got the money on it and he promised to take care of it inside of a week but he did not do it.

So I am asking you to take care of it for me if you will and I sure will appreciate it.

Yours truly

Nonda Anderson

THE STATE OF OREGON

To S. O. Groff, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address Winchester Bay, Ore.

DATE	NATURE OF CLAIM		AMOUNT	
	Nov. 10, 1927			
	For Service rendered		$	
	the Oregon State Highway Commission, as per attached statement:			
	Bucking logs			
	April 605.467 @ 40¢ per M.	$242.18		
	May 457.392 " " " "	182.95		
	June 508.404 " " " "	203.36		
	" (29-30) 2 days labor @ $8.00	16.00		
			$644.49	
	Credit			
	Apr. Check	$200.00		
	May "	35.00		
	June Board	19.60		
		$254.60		
	Less Insurance @ 1¢ per day to cover Workman's Contribution---			
	April .25			
	May .26			
	June .26	.77	255.37	
	April 1 - June 30, 1927		389	12
	Computed by RS			
	Checked by CS			
	Total amount claimed,		$ 389	12

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered 4/1 - 6/30/1927

Items Labor for subcontractor Roselle on Cont. # 922

Registered by .....

Total amount allowed, $.....

Audited by .....

STATE OF OREGON, }
County of Douglas } ss.

I, S. O. Groff (Name), being first duly sworn,

depose and say, upon oath, that I am ..... (If firm or corporation, state capacity in which employed);

that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the service (Material or service) therein specified has been rendered (Has been furnished or rendered) the State of Oregon as stated;

that the charge therefor is reasonable, and that no part thereof has been heretofore paid.

PERSON MAKING AFFIDAVIT SIGN HERE [redacted] .....(Name)

the Oregon State Highway Commission, as per attached statement:

Bucking logs

April	605.467 @ 40¢ per M.	$242.18	
May	457.392 " " " "	182.95	
June	508.404 " " " "	203.36	
"	(29-30) 2 days labor @ $8.00	16.00	
			$644.49

Credit

Apr. Check	$200.00	
May "	35.00	
June Board	19.60	
	$254.60	
Less Insurance @ 1¢ per day to cover Workman's Contribution---		
April .25		
May .26		
June .26	.77	255.37
April 1 - June 30, 1927		389 12

Computed by rg

Checked by CL

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered 4/1 - 6/30/1927

Items Labor for subcontractor Roselle on Cont. # 922

Registered by .....

Total amount claimed, $ 389 12

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, S. O. Groff (Name), *being first duly sworn, depose and say, upon oath, that I am* ..... (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* service (Material or service) *therein specified* has been rendered (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE .....
(Name)

Subscribed and sworn to before me this ..... *day of* ....., *A. D. 192*.....

....
Notary Public for Oregon.

My commission expires .....

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

Form 6—B6161—5M—9-27.

Office No._____ Indexed by_____

Claim No. DUPLICATE

STATE HIGHWAY FUND

S. O. GROFF

WINCHESTER BAY, OREGON

$ 389.12

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,_____

The within claim has been authorized in the above amount.

_____

State Highway Engineer

The within claim is approved and allowed in the above amount.

_____ Chairman

_____ Commissioner

_____ Commissioner

State Highway Commission

Audited and Allowed

_____

_____

Secretary of State

COST DISTRIBUTION

JOB	ACCT. No.	ORDER No.	AMOUNTS	

FORM 8-8 A-2713 3000 10-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

July 30, 1927.

Memorandum:

Mr. J. M. Devers

Dear Sir:

I am herewith returning the 18 straight labor claims and the one maintenance and material claim which you yesterday referred to me for checking in connection with E. L. Gate's contract. I am herewith listing the 18 labor claims, showing the details lacking on each separate item according to our check:

Name			Amount
Merrill Sheppard	-	Accurate dates Ins. deduction not shown	$132.60
W. B. Ashburn	-	Accurate dates and pay rate Ins. deduction not shown	152.00
Pat Prescott	-	Accurate dates Insl deduction not shown	273.12
Robert Bernhardt	-	Nature of work	60.36
J. A. Kennedy	-	Accurate dates Ins. deduction not shown	247.00
W. M. Stewart	-	Nature of work Ins. deduction not shown	226.00
George Prescott	-	Accurate dates and pay rate Ins. deduction not shown	7.00
Kenneth Wellman	-	Accurate dates Ins. deduction not shown	71.00
Lee O. Westcott	-	Accurate dates Nature of work	229.52
Tom Don	-	Ins. deduction not shown	82.00
Clarence J. Thornton		Accurate dates Labor not classified	136.29
Harry J. Smith	-	Accurate dates Ins. deduction not shown	745.00
Geo. W. Reavis	-	Accurate dates Ins. deduction not shown	417.78
Ray Cox	-	Accurate dates and pay rate Ins. deduction not shown Labor not classified	246.01
A. T. Wallace	-	Accurate dates	339.12
Matt Stonelake	-	Accurate dates and pay rate Ins. deduction not shown	170.99
Mrs. Mae Smith	-	Accurate dates and pay rate Ins. deduction not shown	156.60
S. O. Groff	-	Accurate dates Ins. deduction not shown	389.89

I am also returning the bill from Union Iron Works at Reedsport, which is largely material and has some labor items in connection with the material furnished. I have checked with red pencil certain items which do not have full details as to the nature of the work and the rate, and I am also wondering whether the material portion of this bill can be handled under the arrangement applying to labor lien.

With the missing details above mentioned supplied, the claims would be ready for payment providing they were straight claims against this department. There is, of course, a question as to the attitude of the Secretary of State, however, in connection with this phase of the matter due to the claims being against the contractor and not against this Commission. Without consulting Mr. Esch regarding the matter, I would be unable to state whether the Secretary of State would or would not delay payment on these claims, pending the securing of a decision as to the exact manner in which payment must be made. I am also taking for granted that the deductions for insurance should be made from each item, as you will note above.

Yours respectfully

ROY A. KLEIN
State Highway Engineer

By Carl F. Smith

Auditor.

CFS/CG

cc Roy A. Klein.

CONTRACT No1 922 - E. L. Gates - Winchester Bay-Lakeside - Secyion -

7 - 12 - 27 Reedsport Meat Market advise that they have claim against Rozell - amount not stated.

7- 18- 27 Claimnof Pat Prescott for labor - does not state if he worked for Rozell nor does he state the amount of claim.

7- 19 - 27 Claims of the following people filed against Roy Rozell for labor: Wm. Stewart - $225.48 - C. W. Reavis - $417.78 - W. V. Ashburn - $152.00 Matt Stonelake - $170.99 - John McArthur - $228.11 - Ray Cox - $508.25 246.61

7- 20 - 27 Claims of Jack White in amount $127.00 and Mrs. May Smith - amount not stated against Roy Rozell. 156,60

6- 8- 27 Claim of Fred H. Richer in amount $582.28 for groceries and Supplies against Roy Rozell.

S.O. Groff — 389.89
A.T. Wallace — 339.12
J.W. Rader —
John J McArthur wages 141.76

J. M. Hall 14.10
Leo O. Wescott — 46 days

And others

CONTRACT # 922

PR 128-B Winchester Bay-Lakeside- 1926-1927
Coos Co. Line
Folder # 1

922

#922-108F
PR128B

December 22nd, 1927.

Metropolitan Casualty Ins. Co. of N.Y.
Pacific Insurance Agency, Inc.
Henry Building.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of claim of the Kienitz Machine Shop and Garage for labor and material furnished Ray Bonsall, subcontractor under R. L. Gates in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. The amount of this claim is $78.50.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Olinger,
Chief Clerk.

JB

December 23rd,1927.

Mr. R. L. Estes,
Lakeside, Oregon

Dear Sir:

Enclosed herewith please find certified copy of claim of the Koontz Machine Shop andDarrage for labor and material furnished Roy Rozell in the sum of $75.58, in connection with Mr. Rozell's subcontract under you for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

Your attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Ginleyer,
Chief Clerk.

JB

December 22rd,1927.

Hon. Sam A. Koser,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Haas, Filing Division.

This is to acknowledge receipt of yours of the 16th inst. enclosing certified copies of the claim of Monts Machine Shop and Garage in the sum of $75.50, against Roy Rosell, subcontractor under E. L. Gates in connection with his contract for the grading of the Lakeside-Winchester Bay Section of the Roosevelt Coast Highway.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

JS

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

922

December 16, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed on the 26th ult., an amended notice of claim by Koontz Machine Shop and Garage for labor and material furnished to Roy Rozell, sub-contractor, in the sum of $75.58 against the bond taken from E. L. Gates, principal, and the Metropolitan Casualty Insurance Co., surety, for the work of construction of the Roosevelt Highway from Lakeside to Winchester Bay, Oregon.

We are enclosing a certified copy of this amended notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

L

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

922

December 16, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer,Chief Clerk)

This is to advise that we received and filed on the 26th ult., an amended notice of claim by Koontz Machine Shop and Garage for labor and material furnished to Roy Rozell, subcontractor, in the sum of $75.58 against the bond taken from E. L. Gates,principal, and the Metropolitan Casualty Insurance Co., surety,for the work of construction of the Roosevelt Highway from Lakeside to Winchester Bay, Oregon.

We are enclosing a certified copy of this amended notice for your information and files, together with two additional copies. one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

922

December 16, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed on the 26th ult., an amended notice of claim by Koontz Machine Shop and Garage for labor and material furnished to Roy Rozell, sub-contractor, in the sum of $75.58 against the bond taken from E. L. Gates, principal, and the Metropolitan Casualty Insurance Co., surety, for the work of construction of the Roosevelt Highway from Lakeside to Winchester Bay, Oregon.

We are enclosing a certified copy of this amended notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Sears

L

Notice of Claim Filed With Secretary of State
Claim of Koonts Machine Shop and Garage

For work Performed and materials furnished
On the Roosevelt Highway - Lakeside to Winchester Bay, Ore.
E. L. Gates principal contractor -
Metropolitan Ins. Co. as bondsmen for said Gates

Notice is hereby given that the undersigned Koonts Machine Shop and Garage (John L. Koonts sole proprietor) has a claim for

Labor performed	$62.50
Babbitt material furnished	8.50
Express and expenses of trip	4.58
Total sum of	$75.58

Being Welding and machinists work of repairing the Donkey for Roy Rosell sub contractor under Contractor E. L. Gates

against the Bond taken from E. L. Gates principal contractor for the work and the Metropolitan Casualty Insurance Co. as bondsmen for said Gates for the work of Construction the Roosevelt Highway from Lakeside to Winchester Bay, Ore.

Dated Marshfield, Ore. November 25, 1927

KOONTZ MACHINE SHOP & GARAGE

by JOHN L. KOONTZ, Proprietor.

ENDORSED:
File No. 701.
Filed November 26, 1927, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Koontz Machine Shop & Garage for labor and material furnished Roy Rozell, subcontractor, in the sum of $75.58 against the bond taken from E. L. Gates, principal, and the Metropolitan Casualty Insurance Co., surety, for the work of construction of the Roosevelt Highway from Lakeside to Winchester Bay, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 26, 1927, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of December, A. D. 1927.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Koontz Machine Shop & Garage for labor and material furnished Roy Rozell, subcontractor, in the sum of $75.58 against the bond taken from E. L. Gates, principal, and the Metropolitan Casualty Insurance Co., surety, for the work of construction of the Roosevelt Highway from Lakeside to Winchester Bay, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 26, 1927, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with the endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of December, A. D. 1927.

Secretary of State

By _____
Deputy

#922
10F
PR128B

December 21, 1927

Metropolitan Casualty Ins. Co. of New York,
Pacific Insurance Agency, Inc., Agents,
Henry Building,
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received notice of the claim of P. W. Parrulmum of Reedsport against Roy E. Reneller, subcontractor under L. L. Gates for the grading of the Winchester Bay-Lakeside section of the Reedsport Coast Highway.

The amount of this claim is $264.65.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HEG:S

E. B. Claisyer
Chief Clerk

December 21, 1927

Mr. E. L. Gates,
Lakeside, Oregon

Dear Sir:

This letter is to inform you that we have today received from Sam A. Money, Secretary of State, a claim of F. W. Varrelmann against Roy H. Roselle, being for supplies furnished in connection with his subcontract under you for the grading of the Winchester Bay-Lakeside Section. The amount of this claim is $264.55.

This claim was presented through Mr. J. H. Gustin, an attorney of Reedsport.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

December 19, 1927

State Highway Commission,

Building.

Dear Sirs:

Claim of Roy H. Rozell in the sum of $264.55 sent to this office by Mr. J. H. Austin, Suite 2, I. O. O. F. Building, Reedsport, Oregon, is enclosed for your approval.

Very truly yours,

SAM A. KOZER,

Secretary of State.

By C. N. Laughridge

Deputy.

Enc.

CS

RECEIVED
DEC 21 1927
STATE

THE STATE OF OREGON

To ....Roy H.Rozell, subcontractor under E.L.Gates, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address ...Reedsport, Oregon.....

DATE	NATURE OF CLAIM	AMOUNT
	For Material(Merchandise)furnished said Roy H. Rozell in construction work on the Winchester Bay Lakeside section of Roosevelt Highway.	$ 256 [illegible]

the Oregon State Highway Commission, as per attached statement:

STATEMENT

F. W. VARRELMANN

GENERAL MERCHANDISE

REEDSPORT, ORE.

[RAY H ROZELLE

[Rozelle's Camp.

Reedsport, Oregon,
Dec.10,1927.

TERMS NET: INTEREST AT 6% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64780

DATE	DESCRIPTION	DEBITS	CREDITS
1927	ACCT. PREVIOUSLY RENDERED		
May 20	Bread,	40	
	Gra.Flour,	60	
	Prunes,	40	
	Bkg Powder,	1 25	
	Syrup,	1 00	
	Maplene,	35	
	Cabbage,	1 60	
	Onions,	50	
	Lye,	25	
	Salt,	60	
	Jam,	2 00	
	Paper bags,	15	
	Oiled paper,	20	
	Soap,	50	
	Shortening,	3 80	
	Coffee,	7 50	
28	Spaghetti,	1 00	
25	Waxed paper,	40	
	Sugar,	3 50	
	Dr.Apricots,	1 25	
	Vinegar,	20	
	Dr.Prunes,	1 50	
	C'd Peaches,	1 40	
	Lemons,	40	
31	C'd Apricots,	1 40	
	Dr.Apricots,	1 05	
	Dr.Apricots,	1 00	
	Raisins,	1 00	
	Coffee,	5 00	

the Oregon State Highway Commission, as per attached statement:

STATEMENT

F. W. VARRELMANN

GENERAL MERCHANDISE

REEDSPORT, ORE.

[RAY ROZELLE

[Rozelle's Camp.

Reedsport, Oregon,
Dec.10,1927.

TERMS NET: INTEREST AT 6% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64780

DATE	DESCRIPTION	DEBITS	CREDITS
1927			
May	ACCT. PREVIOUSLY RENDERED		
20	Bread,	40	
	Gra.Flour,	60	
	Prunes,	40	
	Bkg Powder,	1 25	
	Syrup,	1 00	
	Mapleine,	35	
	Cabbage,	1 60	
	Onions,	50	
	Lye,	25	
	Salt,	60	
	Jam,	2 00	
	Paper bags,	15	
	Oiled paper,	20	
	Soap,	50	
	Shortening,	3 80	
	Coffee,	7 50	
23	Spaghetti,	1 00	
25	Waxed paper,	40	
	Sugar,	3 50	
	Dr.Apricots,	1 25	
	Vinegar,	20	
	Dr.Prunes,	1 50	
	C'd Peaches,	1 40	
	Lemons,	40	
31	C'd Apricots,	1 40	
	Dr.Apricots,	1 05	
	Dr.Apricots,	1 00	
	Raisins,	1 00	
——	Coffee,	5 00	
	Amount forward	40 20	

Amount forward, [illegible]

A CANCELLED CHECK IS A RECEIPT— NO OTHER RECEIPT WILL BE GIVEN UNLESS SPECIALLY REQUESTED

the Oregon State Highway Commission, as per attached statement.

STATEMENT

F. W. VARRELMANN

GENERAL MERCHANDISE

REEDSPORT, ORE.

[RAY H ROZELLE

[Rozelle's Camp.

Reedsport, Oregon,
Dec. 10, 1927.

TERMS NET: INTEREST AT 6% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64780

DATE	DESCRIPTION	DEBITS	CREDITS
1927			
May	ACCT. PREVIOUSLY RENDERED		
20	Bread,	40	
	Gra. Flour,	60	
	Prunes,	40	
	Bkg Powder,	1 25	
	Syrup,	1 00	
	Mapleine,	35	
	Cabbage,	1 60	
	Onions,	50	
	Lye,	25	
	Salt,	60	
	Jam,	2 00	
	Paper bags,	15	
	Oiled paper,	20	
	Soap,	50	
	Shortening,	3 80	
	Coffee,	7 50	
23	Spaghetti,	1 00	
25	Waxed paper,	40	
	Sugar,	3 50	
	Dr. Apricots,	1 25	
	Vinegar,	20	
	Dr. Prunes,	1 50	
	C'd Peaches,	1 40	
	Lemons,	40	
31	C'd Apricots,	1 40	
	C'd. Apricots,	1 05	
	Dr. Apricots,	1 00	
	Raisins,	1 00	
	Coffee,	5 00	
	Amount forward	40 20	

A CANCELLED CHECK IS A RECEIPT— NO [illegible] BE GIVEN UNLESS SPECIALLY REQUESTED

GENERAL MERCHANDISE
REEDSPORT, ORE.

[RAY ROZELLE

[Rozelle's Camp

TERMS NET: INTEREST AT 6% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64780

DATE 1927	DESCRIPTION	DEBITS	CREDITS
May	Amount forward, ACCT. PREVIOUSLY RENDERED	40 20	
31	Paper bags,	25	
	Waxed paper,	20	
June	Cheese,	1 20	
4	Spuds,	3 00	
	Cocoa,	50	
	Milk (1 cs.),	5 50	
	Lard,	2 00	
	Cheese,	1 20	
	Beans,	1 00	
	Coffee,	2 00	
6	Bread,	60	
	Catsup,	50	
	Starch,	25	
	Sugar,	2 00	
	Yeast,	20	
	Jam,	1 00	
	Lemons,	40	
	Mustard,	30	
	Vanilla Ext.,	35	
	Dr.Peaches,	1 00	
	Coffee,	1 50	
7	Flour,	2 75	
	Spuds,	3 75	
	Bread,	40	
	Toil.paper,	25	
8	Bread,	75	
	Bkg.Powder	2 50	
	Beans,	90	
	Waxed pape ,	40	
	Amount forward,	76 85	

Amount forward, [illegible]

A CANCELLED CHECK IS A RECEIPT— NO OTHER RECEIPT WILL BE GIVEN UNLESS SPECIALLY REQUESTED

GENERAL MERCHANDISE
REEDSPORT, ORE.

—3—

[RAY ROZELLE

[Rozelle's Camp

TERMS NET: INTEREST AT 6% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64760

DATE 1927	DESCRIPTION	DEBITS	CREDITS
June	Amount forward, ACCT. PREVIOUSLY RENDERED	76 85	
8	Soap chips,	50	
	Soap,	50	
9	Yeast,	20	
	Soap,	25	
	Wesson Oil,	60	
	Lettuce,	40	
	Coffee,	2 50	
	Fly spray,	1 00	
	Bananas,	50	
	Pineapple,	1 05	
	Pears,	2 00	
10	Butter,	3 00	
	Blueine,	25	
	Broom,	1 00	
	Starch,	25	
11	Sugar,	4 00	
	Matches,	40	
	Peaches,	75	
	Berries,	75	
	Coffee,	3 00	
	Extracts,	75	
	Beans,	50	
	Bread,	75	
13	Flour,	5 50	
	Bkg Powder,	2 50	
	Dr.Prunes,	2 75	
	Raisins,	2 75	
	R'd Oats,	1 30	
	1 Cs.Cherries,	5 00	
	Amount forward,	121 55	

A CANCELLED CHECK IS A RECEIPT— NO [illegible] GIVEN UNLESS SPECIALLY REQUESTED

GENERAL MERCHANDISE
REEDSPORT, ORE.

-4-

[RAY ROZELLE

[Rozelle's Camp.

TERMS NET: INTEREST AT 6% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64700

1927	DESCRIPTION	DEBITS	CREDITS
June	Amount forward, ACCT. PREVIOUSLY RENDERED	121 55	
13	Sour cherries,	8 00	
	Peaches,	7 50	
	Pineapple,	6 00	
	Canned beans,	2 50	
	Vanilla ext.,	35	
	1 Cs.Milk,	5 50	
	Paper bags,	40	
	Waxed paper,	40	
	Shortening,	1 90	
	Syrup,	30	
	Bread,	50	
	Yeast,	20	
	Salt,	75	
14	Oil,	2 25	
	Beans,	1 00	
	Coffee,	2 50	
15	Lettuce,	30	
	Cabbage,	70	
	Yeast,	10	
	Soap,	25	
	Catsup,	1 20	
16	Powd.Sugar,	45	
	Vanilla Ext.,	35	
	Bro.Sugar,	50	
	Spuds,	50	
	Bread,	1 05	
17	Bread,	75	
	Salmon,	1 00	
	Rhubarb,	40	
	Lettuce,	40	
	Amount forward,	169 55	

A CANCELLED CHECK IS A RECEIPT— NO OTHER [illegible] GIVEN UNLESS SPECIALLY REQUESTED

GENERAL MERCHANDISE
REEDSPORT, ORE.

-5-

[RAY ROZELLE

[

Rozelle's Camp.

TERMS NET: INTEREST AT 8% PER YEAR AFTER 30 DAYS

FOR USE ON REMINGTON BOOKKEEPING MACHINE BUSHONG & CO. 64760

1937	DESCRIPTION	DEBITS	CREDITS
June	Amount forward, ACCT. PREVIOUSLY RENDERED	169 55	
17	Lard,	2 10	
18	Sugar,	50	
	Coffee,	3 00	
	Bread,	90	
20	Bread, Bread,	2 75	
	Coffee,	2 50	
	Milk,	1 50	
	Eggs,	1 20	
	Sugar,	4 00	
21	Spuds,	2 00	
	Lettuce,	50	
	Cabbage,	30	
	Soap,	25	
	Palm-olive,	25	
	Jam,	1 00	
	Peas,	1 08	
	Pep,	30	
	Bread,	90	
22	Tomatoes,	1 14	
	Bread,	90	
	Naphtha chips,	25	
	Waxed paper,	30	
23	Bread,	1 05	
	Gr.onions,	25	
	Corn-starch,	25	
	Powd.Sugar,	50	
	Vanilla Ext.	35	
	Spuds,	1 80	
24	Milk,	3 00	
	Butter,	3 00	
	Amount forward,	205 82	

A CANCELLED CHECK IS A RECEIPT— NO C... BE GIVEN UNLESS SPECIALLY REQUESTED

F. W. Barrelmann

GENERAL MERCHANDISE

-6-

RAY ROZELLE

Rozelle's Camp.

REEDSPORT, OREGON.

SAVE YOUR SALES SLIPS TO CHECK MONTHLY STATEMENTS — TERMS 30 DAYS

1927	DATE	MEMO.	FOLIO	CHARGES	CREDITS
June		BALANCE BROUGHT FORWARD		205 32	
	24	Shortening,		2 00	
		Du.Cleaner,		10	
		Lemons,		20	
		Oranges,		20	
		Mustard,		45	
		Vinegar,		20	
		Coffee,		5 00	
		Bread,		60	
		Lettuce,		50	
	25	Flour,		5 50	
		Bkg.Powder,		1 25	
		Onions,		40	
	27	Catsup,		1 20	
		Bread,		70	
		Cocoa,		50	
		Waxed paper,		40	
		Vinegar,		20	
		Coconut,		40	
		Walnuts,		40	
		Soap,		25	
		Palm-olive,		25	
		Beans,		50	
	28	Bread,		80	
		Graham Bd.,		20	
		Rye Bd.,		15	
		Milk,		1 50	
		Sugar,		2 00	
		Starch,		50	
		Vanilla Ext.,		70	
		Corn,		1 80	
		Tomatoes,		2 10	
	29	Bread,		80	
July	1	Bread,		80	
	2	Bananas,		45	
		Coffee,		1 50	
		Milk,		1 50	
		Bread,		60	
	5	Eggs,		4 50	
		Amount forward,		256 02	

A CANCELLED CHECK IS A RECEIPT— NO OTHER RECEIPT WILL BE GIVEN UNLESS SPECIALLY REQUESTED

F. W. Barrelmann

GENERAL MERCHANDISE

-7-

RAY ROZELLE

Rozelle's Camp.
REEDSPORT, OREGON.

SAVE YOUR SALES SLIPS TO CHECK MONTHLY STATEMENTS — TERMS 30 DAYS

1927	DATE	MEMO.	FOLIO	CHARGES	CREDITS
July		BALANCE BROUGHT FORWARD		246 62	
	5	Butter,		2 00	
		Cabbage,		1 00	
		Milk,		3 00	
		Butter,		1 00	
	6	Canteloupes,		60	
		Oranges,		40	
		Lemons,		40	
		Matches,		50	
		Naphtha chips,		25	
		Soap,		25	
				256 02	
		Interest from July 6, to Dec.10,1927 @ 8%,		8 53	
				264 55	

A CANCELLED CHECK IS A RECEIPT— NO OTHER RECEIPT WILL BE GIVEN UNLESS SPECIALLY REQUESTED

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 264.85

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, F.W.Varrelmann (Name), *being first duly sworn, depose and say, upon oath, that I am* Owner and manager (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* Material (Material or service) *therein specified* furnished (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE F W Varrelmann (Name)

Subscribed and sworn to before me this 18th *day of* December, *A. D. 192*7.

J H Austin
Notary Public for Oregon.

My commission expires Dec.16th.1928

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

Form 6—B-5886—5M—6-27

Office No..... Indexed by.....

CLAIM No.....

STATE HIGHWAY FUND

$.....

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of Chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon,.....

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount.

.....
Chairman

.....
Commissioner

.....
Commissioner

State Highway Commission

Audited and Allowed

.....

.....
Secretary of State

COST DISTRIBUTION

JOB	ACCT. NO.	ORDER NO.	AMOUNTS

PR 128 B

December 20, 1927

Mr. George J. Willett,
Attorney At Law,
Post Office Building,
Reedsport, Oregon

Dear Sir:

Replying to your inquiry of the 16th instant concerning the claim of Mr. Jack White against Roy Roselle for labor performed on the Gates contract for the grading of the Winchester Bay-Lakeside Section, I wish to say that Mr. White's claim was approved in the sum of $72.00 and a warrant in this amount was placed in the hands of Mr. C. H. Gram, State Labor Commissioner, whom we understood was handling the matter for Mr. White.

We presume that Mr. Gram has turned the warrant over to Mr. White. Warrant was released by this department to Mr. Gram on November 25th.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiseyer
Chief Clerk

HBC:S

GEO. J. WILLETT
ATTORNEY AT LAW
XXXXXXXXXXXXX
XXXXXXXXXXXXX
Post Office Building
Reedsport, Oregon

RECEIVED
DEC 20 1927

December 16, 1927

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I have been informed that you have paid some of the labor claims of Mr. Roy H. Rozell, subcontractor under E. L. Gates, connected with the Winchester Bay-Lakeside section of the Roosevelt Coast Highway.

Mr. Jack White has placed his claim in my hand, amounting to $72.48. Would you kindly let me know if his claim has been paid? If not, when could we expect payment?

If you are hold Mr. White's check there would you kindly send the same to me.

Yours truly,

Geo. J. Willett

GJW:er

72.68
11/23

#922
10PF
PR 128B

December 20, 1927

Mr. T. E. Gram,
Winchester Bay, Oregon

Dear Sirs

This is to acknowledge receipt of your letter of the 17th instant concerning your claim against Mr. Roselle, subcontractor under R. L. Gates, for the grading of the Winchester Bay-Lakeside Section.

In reply wish to say that the Highway Commission authorized the payment of only the labor claims in connection with this work and this has been done through Mr. C. H. Gram, State Labor Commissioner.

As the matter now stands, it will be necessary for you to look to Mr. Gates and his bond for the settlement of your claim. There is no question but that this should have been paid a long time ago, but this office is without authority to make the payment. Would suggest that you write to Mr. Gates and also to his bondsman, who in this instance is the Metropolitan Casualty Insurance Co. of New York. The Pacific Insurance Agency, Inc., Henry Building, Portland, are the local agents for this bonding company. It might be well for you to have your bill approved by Mr. Roselle if you are able to locate him. In any event your bill should be ok'd by the party incurring the obligation, possibly Mrs. Smith, the cook, in this instance.

Regarding the claim of Mr. Hall which you have for collection, wish to say that we are not ad-

vised concerning this. Evidently his claim has not been approved by Mr. Roselle as were the others.

I would suggest further, that you file notice of your claim with the Secretary of State in accordance with Section 2991 of the Oregon Laws, a mimeographed copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

R. B. Gladmyer
Chief Clerk

RBG:S
Encs.

TEACHERS
T. E. GRAE, PRINCIPAL
MRS. T. E. GRAE, ASSISTANT
MRS. H. M. SCOTT, CLERK

WINCHESTER BAY SCHOOL

WINCHESTER BAY, OREGON, Dec. 17 1927

State Highway Commission;
Salem Ore.

RECEIVED
DEC 20 1927
OREGON
STATE HIGHWAY COMMISSION

Dear Sirs:

After closing up my little grocery business last Sept. I sent you my bill against Contractor Rozelle who got some goods (groceries) of me and also the use of the toll phone in my store. I also held J. D. Hall's bill for hauling goods for Mr. Rozelle, left with me for collection, as Mr. Hall has gone away, which I forwarded to you when I sent my claim to the Commission. My bills are on F. H. Richter's slips, but are mine as I continued the business here.

Please see that I get my money. Mr. Prescott got his for hauling & Mr. Hall ought to get his. I left them book blank goods when she could not get any elsewhere.

Yours Truly J. E. Grae

#9222-10PF
PR128B

Goss & M[illegible]

December 17, 1927

Goss & Murphy,
First National Bank Bldg.,
Marshfield, Oregon

Gentlemen:

Replying to your letter of the 15th instant concerning claim of Mr. Ed Anson against Roy Roselle, being for rental of a donkey engine, wish to say that we have no record of this claim ever having been filed in this office.

We believe that the proper thing for you to do would be to take the matter up with the Surety on the bond furnished by the original contractor, Mr. E. L. Gates. This bond was written by the Metropolitan Casualty Company of New York, for whom R. W. Wilbur is Attorney in Fact, with offices in the Board of Trade Building, Portland. Notice should also be filed with the Secretary of State in accordance with the terms of the Oregon statutes covering such matters.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

...RPHY
...IONAL BANK BLDG
MARSHFIELD, OREGON

JOHN D. GOSS
HERBERT S. MURPHY
M. W. SKIPWORTH

December 15, 1927.

State Highway Commission,
Salem, Oregon.

Attention Mr. Devers.

Re- Claim against Roy Rozelle,
E. L. Gages, etc.

Dear Sir:

Mr. Ed. Aasen stated to me that he has filed with the Highway Commission a claim for rental of Donkey to Roy Rozelle, a sub-contractor under E. L. Gates on the Lakeside, Winchester Bay section of the Roosevelt Highway.

His claim was for rental of a donkey used by Mr. Rozelle under written contract, to pay therefor $15.00 per day.

Title to this donkey rests in the Bank of Southwestern Oregon under bill of sale from the Reedsport Lumber Company, but Mr. Aasen has an equity therein by virtue of a purchase contract.

We are interested in assuring ourselves that a proper claim has been filed.

Can you enlighten us regarding this claim and its present legal status.

Thanking you for such attention as this letter may receive, we remain,

Very truly yours,

GOSS & MURPHY

BY

JDG:SC

#922-10FF
PR128B

LAW OFFICES OF
JOHN H. AUSTIN
SUITE 2, I. O. O. F. BLDG.
TELEPHONE 11
REEDSPORT, OREGON

December 12th, 1927

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

Your favor of the 10th inst at hand in refference to the claims of the Reedsport Meat Market, Reedsport Tow Boat Co. and the Reedsport Realty Co. aginst Roy H. Rozell a subcontractor under E.L.Gates.

Will say that these claims in duplicate wre filed with E.L.Gate's bondsmen at the same time they were filed with the Secretary of the State. It appears to me that that E.L.Gates gave bonds to the State of Oregon to pay these claims and all other of the same nature when he took his contract. You saw that the labor was paid, why not the material which was used in boarding his men and lodging them while performing this work. I think that if the State Highway Commission would insist on Mr Gates paying these claims, which are honest ones and given in good faith, it would save the claimants a great deal of time and costs. This man Rozell has taken the benefit of the Bankrupt Act and Gates will have to look to others for his money which we have nothing to do with;

To day I am filing a claim of F.W.Varremann for the sum of $264,55 for material (Mdse) furnished under the same conditions as the others with the Secretary of State, and with Gate's bondsmen, which will probably be refered to you. I have not heard a word from Gates or his surety, since I filed the claims. I think that with your cooperation there would be no trouble in getting a settlement with Mr. Gates as I have been informed that he knows all about the claims long before this.

Yours very truly,

J H Austin

JHA: EMA

PIPE 128-B
#92
108 F

December 10th, 1927.

Metropolitan Casualty Insurance Co. of N.Y.
Pacific Insurance Agency, Ins. Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you re Surety on the bond furnished by R. L. Gates, in connection with his contract for the grading of the Winchester Bay-Reedsport Section of the Roosevelt Coast Highway, that we have today received from John E. Hamlin, Lawyer of Reedsport, Oregon, notice of the claims of the Reedsport Meat Market in the sum of $253.75, the Reedsport Realty Company, Inc. in the sum of $45.00, and the Reedsport Tow Boat Company in the sum of $31.00, all of said claims being against Roy E. Rozell, subcontractor under Mr. Gates in connection with this contract.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleiseyer,
Chief Clerk.

HBG:JB

December 10th, 1927.

Mr. E. L. Gates,
Lakeside, Oregon.

Dear Sir:

This letter is to inform you that we have today received from John H. Austin, lawyer of Reedsport, notice of the claims of the Reedsport Meat Market in the sum of $238.75, the Reedsport Realty Company, Inc. in the sum of $65.00, and the Reedsport Tow Boat Company in the sum of $81.00, all of which are against Roy E. Rozell, subcontractor under you in connection with your contract for the grading of the Winchester Bay-Lakeside Section.

Will you please take care of these claims.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

December 10th, 1927.

Mr. J. H. Austin, Atty.,
Reedsport, Oregon.

Dear Sir:

Your letter of the 6th inst. addressed to Mr. Sam A. Kozer, in which you enclose the claims of the Reedsport Meat Company, Reedsport Tow Boat Company and the Reedsport Realty Company against Roy M. Rowell, subcontractor under E. L. Cates, has been referred to this department.

In reply will say that we are not in position to approve these claims and cannot make settlement as we did in the case of the labor claims. It will be necessary for the claimants to secure satisfaction from Mr. Cates or his bondsmen. The surety on Mr. Cates' bond in connection with this contract is the Metropolitan Casualty Insurance Company of N.Y., Pacific Insurance Agency, Inc., Henry Building, Portland, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

LAW OFFICES OF
JOHN H. AUSTIN
SUITE 2, I. O. O. F. BLDG.
TELEPHONE 11
REEDSPORT, OREGON

December 5th, 1927

Mr. Sam A, Kozer
Secretary of State
Salem, Oregon.

Dear Sir:

Enclosed please find claims of Reedsport Meat Market, Reedsport Tow Boat Co. and Reedsport Realty Company against Roy H Rozell a subcontractor under E.L.Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway, which have not been paid although demands have been made for the same.

Yours very truly,

J K Austin

JHA: EMA
Inc.

SECRETARY OF STATE
RECEIVED
DEC 7 - 1927
SAM A. KOZER

Respectfully referred to the
State Highway Commission.
SAM A. KOZER,
Secretary of State.

6	los [illegible]	[illegible]		pk rst	[illegible]
	6 butter 45¢	2.70		bacon	3.80
	vl rst 9[illegible]#	2.40		bf liver	.95
	1 ham	6.15		pkles	1.20
	stk	8.05	25	case eggs	8.10
	lunch cat	1.10		stk	2.10
8	bf rst	2.45		cheese	1.10
	prk stk	2.00		c. cheese	.50
	sons	1.50		bf rst	2.20
	ham	6.35		can short.	8.00
	buttor	3.00		lnch meat	2.25
	pail sht.	2.00	28	bf rst	1.50
9	lg vl	2. 0		pk stk	2.15
	ince spce.	1.50		v. rst	3.15
	m. ham	.70		8# butter	3.60
	un.	.125	30	bf rst	2.05
	cot. ch	.50		ham	4.25
	cheese	1.75		lnch meat	.70
	bf rst	1.75		bacon	3.80
11	can eggs	8.10		cheese	.50
	bacon	5.60		butter	2.70
	stk	2.20	July		
	sweets	1.00	2	pk rst	2.75
13	rst pk	3.00		swt pkles	.35
	butter	3.80	5	vl rst	1.30
	vl stk	2.40		stk	1.25
	minced ham	.95	6	lnch meat	1.65
15	lg vl 28 ¢	5.60		ham	5.20
	m. ham	..80		v rst	2.55
	butter	3.60			

(Name)

THE STATE OF OREGON

To Roy H.Rozell, suncontractor under E.L.Gates, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address .... Reedsport, Oregon.....

DATE	NATURE OF CLAIM	AMOUNT
	For Material(Merchandise)furnished in construction work on the Winchester bay-Lakeside section of the Roosevelt Highway by Reedsport Meat Market, Inc.	$ 233.75
	the Oregon State Highway Commission, as per attached statement:	

ACCOUNT OF ROY H. ROZELL WITH THE REEDSPORT MEAT MARKET

FROM JUNE 28 TO JULY 6.

June	4	1 gallon swt pkls	2.80	21	ln h meat	1.20
	5	4# lnh meat	.8[illegible]		pkles	1.00
		11# pk	2.70	22	pk stk	2.90
		lham 13½#	4.40		n. ham	.95
		8# butter	3.00		butter	3.10
		5# lard	[illegible]	23	short ribs	1.45
	6	loz eggs 27¢	8.10		pk rst	1.95
		6 butter 45¢	2.7[illegible]		bacon	3.80
		vl rst 9½#	2.40		bf liver	.95
		1 ham	6.15		pkles	1.20
		stk	2.05	25	case eggs	8.10
		lunch cat	1.10		stk	2.10
	8	bf rst	2.45		cheese	1.10
		prk stk	2.00		c. cheese	.50
		soup	1.50		bf rst	2.20
		ham	6.35		can short.	8.00
		butter	3.00		lnch meat	2.25
		pail sht.	2.00	28	bf rst	1.50
	9	lg vl	2. 0		pk stk	2.15
		ince spce.	1.50		v. rst	3.15
		n. ham	.70		8# butter	3.60
		us.	.125	30	bf rst	2.05
		cot. ch	.50		ham	4.25
		cheese	1.75		lnch meat	.70
		bf rst	1.75		bacon	3.50
	11	case eggs	8.10		cheese	.50
		bacon	5.60		butter	2.70
		stk	2.20	July		
		sweets	1.00	2	pk rst	2.75
	13	rst pk	3.00		swt pkles	.35
		butter	3.80	5	vl rst	1.30
		vl stk	2.40		stk	1.25
		pinced ham	.95	6	lnch meat	1.65
	15	lg vl 28 ¢	5.60		ham	5.20
		n. ham	..90		v rst	2.55
		butter	3.80			

(Name)

For Material (Merchandise) furnished in construction work on the Winchester bay-Lakeside section of the Roosevelt Highway by Reedsport Meat Market, Inc. $ 233.75

the Oregon State Highway Commission, as per attached statement:

ACCOUNT OF ROY L. ROZELL WITH THE REEDSPORT MEAT MARKET

FROM JUNE 28 TO JULY 6.

June 4	1 gallon swt pkls	2.80	
3	4# lnh meat	.8[illegible]	
	11# pk	2.70	
	lham 13½#	4.40	
	8# butter	3.00	
	5# lard	[illegible]	
6	loz eggs 27¢	8.10	
	6 butter 45¢	2.70	
	vl rst 9½#	2.40	
	1 ham	6.15	
	stk	2.05	
	lunch eat	1.10	
8	bf rst	2.45	
	prk stk	2.00	
	sous	1.50	
	ham	6.35	
	butter	3.00	
	pail sht.	2.00	
9	lg vl	2.[illegible]0	
	lnce spce.	1.50	
	m. ham	.70	
	[illegible] us.	.125	
	cot. ch	.50	
	cheese	1.75	
	bf rst	2.75	
11	one[illegible] eggs	8.10	
	bacon	5.60	
	stk	2.20	
	sweets	1.00	
13	rst pk	3.00	
	butter	3.60	
	vl stk	2.40	
	minced ham	.95	
15	lg vl [illegible] 28 #	5.60	
	m. ham	[illegible].00	
	butter	3.60	
	5[illegible]cheese	1.75	
	short R.	1.45	
	bcn	5.50	
16	4 butter	1.60	
	sweets	1.00	
	cot ch	1.00	
	rst bf	2.30	
18	butter 8	3.60	
	7# pk stk	2.10	
	ch pk	2.65	
	m ham	1.45	
20	1[illegible]# short.	2.[illegible]0	
	2 onze egg	4.05	
	6[illegible]utter	2.10	
	stk	1.75	
	bf rst	2.50	
21	v rst	2.30	
	ham	5.00	
21	ln h meat	1.20	
	pkl[illegible]s	1.00	
22	pk stk	2.[illegible]0	
	m. ham	.95	
	bu[illegible]ter	3.10	
23	short ribs	1.45	
	pk rst	1.95	
	bacon	3.80	
	bf liver	.95	
	pkles	1.20	
25	case eggs	8.10	
	stk	2.10	
	cheese	1.10	
	c. cheese	.50	
	bf rst	2.20	
	can short.	8.00	
	lnch meat	2.25	
28	bf rst	1.50	
	pk stk	2.15	
	v. rst	3.15	
	8# butter	3.60	
30	bf rst	2.05	
	ham	4.25	
	lnch meat	.70	
	bacon	3.80	
	cheese	.50	
	butter	2.70	
July 2	pk rst	2.75	
	swt pkles	.35	
5	vl rst	1.30	
	stk	1.25	
6	lnch meat	1.65	
	ham	5.20	
	v rst	2.55	
	[illegible] due	[illegible]	

June 27	½ ham	.80
	pk rst	3.10
	1 ham	3.35
	cheese	185
Total Due		$233.75

Computed by .....

Checked by .....

Total amount claimed, $	233.75

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, W.P.Reed (Name), *being first duly sworn, depose and say, upon oath, that I am* the president of the Reedsport Meat Market Inc. (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* Material (Material or service) *therein specified* furnished (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE W.P. Reed (Name)

Subscribed and sworn to before me this 2nd *day of* December, *A. D. 192*7.

H C Austin
Notary Public for Oregon.

My commission expires December 16th, 1928

{ NOTARIAL SEAL }

Warrant No. 1 *issued in payment of the within claim.*

THE STATE OF OREGON

To Roy H. Rozell, subcontractor under E.L. Gates, Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address Reedsport, Oregon

DATE	NATURE OF CLAIM	AMOUNT
	For Material, bunk house and cook house used in construction of the Winchester Bay-Lakeside section of the Roosevelt Highway.	65 00

the Oregon State Highway Commission, as per attached statement:

Warren P. Reed

Reedsport, Winchester Bay and Gardiner Town Lots

Reedsport, Oregon,

Nov 30, 1927

REEDSPORT REALTY COMPANY
Account with Roy H. Rozell
Sub contractor on Roosevelt Highway

RENT OF BUNK HOUSE & COOK HOUSE, USED ON ROOSEVELT HIGHWAY CONSTRUCTION CONTRACT.

RENT FROM MARCH FIRST TO APRIL FIRST	$50.00
RENT FROM JULY FIRST TO JULY [illegible]	15.00
Total Due	$65.00

Computed by .....

Checked by .....

Total amount claimed, $

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, W.P.Reed (Name), *being first duly sworn,*

[redacted]

[redacted] due $65.00

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ .....

Total amount allowed, $ .....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, W.P.Reed (Name), *being first duly sworn, depose and say, upon oath, that I am* the president of the Reedsport Reality Company, Inc. (If firm or corporation, state capacity in which employed) *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* Materia (Material or service) *therein specified* furnished (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE W. P. Reed (Name)

Subscribed and sworn to before me this 2nd *day of* December, *A. D. 192*7.

J H Austin
Notary Public for Oregon.

My commission expires Dec 16-1928

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

THE STATE OF OREGON

To Roy H.Rozell, subcontractor under E.L.Gates Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address ....Reedsport,Oregon.....

DATE	NATURE OF CLAIM	AMOUNT
	For materials and labor furnished for construction of the Winchester Bay-Lakeside section of the Roosevelt Highway, by Reedsport Tow Boat Co. Inc.	
	the Oregon State Highway Commission, as per attached statement:	$1.00

Reedsport Tow Boat Co.
INCORPORATED

Roy H.Rozell, suncontractor under E.L Gates, Dr.

To Reedsport Tow Boat Co.Inc.

REEDSPORT, OREGON, ...192....

Bills Payable Every Thirty Days

PORT UMPQUA COURIER-3696

APR.	10	Towing scow to Ac-ens Camp	$ .00
	11	" donkey to W.B. 3½hrs@5	17.50
	13	" " to Rd pt from A.Camp 2 hrs @ 5$	10.00
	13	Two loads of wood @ 3.50	7.00
	13	Waiting for scow at W.B 1hr	1.00
	14	Towing scow to Rpt. 2½hrs	12.50
	15	" donkey to Wre Bros. 1½hr	7.50
	15	Waiting at Wre Bros 1 hr	1.00
	16	Unloading donkey and tow. scow back 2½ hrs	12.50
	17	Waiting for steam 1 hr	1. 0
	17	Spotting & moving scow back to H. P. Works rank	6.00
			$ 81.00

FOR V

Audited, $ 81.00

Period

Items

Registe

Audited, $.....

STATE O

Count

....., being first duly sworn,

aDr.

ort, Oregon.....

	AMOUNT
ons	
	$1.00

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 1.00

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, W. P. Reed (Name), *being first duly sworn,*

$1.00

Computed by .....

Checked by .....

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered .....

Items .....

Registered by .....

Total amount claimed, $ 81.00

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of Douglas } ss.

I, W. P. Reed (Name), *being first duly sworn, depose and say, upon oath, that I am* the president of the Reedsport Tow Boat Co. Inc. (If firm or corporation, state capacity in which employed); *that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the* material and service (Material or service) *herein specified* has been furnished and rendered (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE W. P. Reed (Name)

Subscribed and sworn to before me this 2nd *day of* December, *A. D. 192*7.

H. H. Austin
Notary Public for Oregon.

My commission expires Dec. 16th, 1928

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

PR 178B

November 25, 1927

Mr. John McArthur,
Reedsport, Oregon

Dear Sir:

Replying to your letter of the 17th instant concerning payment of your letter for labor performed for Ray Roselle, wish to say that your claim has been approved in the sum of $141.76. A voucher is now in the hands of the Secretary of State. We expect to receive a warrant in the above amount at any time. This warrant will be handed to Mr. Ch H. Green, State Labor Commissioner for transmittal to you.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

HHG:S Chief Clerk

Warrant was handed to Mr Green today.

Boy a kid
Dear Sir
have [illegible] any thing about
our Postal Bankruptcy labor
yet when the event broke at
Winchester Bay on the coast
road from Winchester Bay —
lakeside section of the roosevelt
coast highway we heard
about two weeks ago that the
money was made up and we
was to get our checks about
two weeks ago. only thing we
can do is charge ten Per cent
intrest for what time have
coming or wate till the
rest of the road is completed
then close the road for
labor day. I think if
we close the road we
will get our money out

#122-1082
PR 12-8 B

of that 9.6. and be anes
way we will get anything
from that company. Wat
fellows out there better do
Something out there befor
next year we all holding
the State responcel for
what work we dun on
the coast road now-ene
gates and Rozell refused
to Pay the labor. I know
we have right to close the
road if we dont get our
money from that section
we can easly close from where
we start to work from where
we left off will close
let me hear from some one
from mr John mcarthur

Reedport
Oregon

ATTACHED
H. B. G.

#922-108E
PR128B

November 28th,1927.

Metropolitan Casualty Insurance Co.
Pacific Insurance Agency, Agents,
Penny Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of the Everett Machine Shop and Garage in the sum of $75.00, being for material and labor furnished Ray Bovell, subcontractor under E. L. Oaten in connection with his contract for the surfacing of the Winchester Bay-Reedsville Section of the Roosevelt Coast Highway.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Oaten in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. L. Glaisyer,
Chief Clerk.

JS

November 25th,1927.

Mr. R. L. Sibley,
Lakeside, Oregon.

Dear Sir:

Enclosed herewith please find certified copy of notice of claim of the Brooks Machine Shop and Garage in the sum of $75.50, being for labor and materials furnished Ray Howell, subcontractor under yourself in connection with your contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

Very truly yours,

Ray A. Klein,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:JE

C. KOZER
SECRETARY OF STATE

C. H. LATCHFORD
STATE

STATE OF OREGON

November 23th,1927.

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Hass.

This is to acknowledge receipt of your letter of the 21st inst. enclosing three certified copies of notice of claim of Koontz Machine Shop and Garage in the sum of $75.58, being for labor and materials furnished Ray Rosell, subcontractor under E. L. Cates in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Chrisyer,
Chief Clerk.

JS

A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

RECEIVED
NOV 25 1927
STATE ... OREGON

#932

November 21, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

You are respectfully advised that we received and filed on the 19th inst., a notice of claim by the Koontz Machine Shop and Garage, in the sum of $75.58 for labor and materials furnished to Roy Rozell, sub-contractor under E. L. Gates, contractor, in connection with work on the Roosevelt Highway.

We are enclising a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

H/L

P. S. We are also enclosing for your information and files, three copies of the letter of transmittal by the above claimant.

COPY

680 North Front St. Phone 180

KOONTZ GARAGE

J. L. Koontz

Machine Shop, Electric Welding Oxy-Acetylene Welding

MARSHFIELD :: OREGON

Nov. 18, 1927

Secretary of State
Salem Ore.

Dear Sir:

In re our bill $75.58
Job on Roosevelt Highway - Lakeside to Winchester Bay -
E. L. Gates contractor Roy Brazell sub-contractor:

We enclose our bill as above- and request that you file it and give it the necessary attention so that we get our money.

Yours Respy

Koontz Machine Shop and Garage

JOHN L. KOONTZ

680 North Front St.
Phone 180

JOHN L. KOONTZ

KOONTZ MACHINE SHOP AND GARAGE

Machine shop
Oxy-acetylene welding
Electric Welding

Marshfield, Oregon, March 30, 1927

Sold to Roy Rozell
Reedsport Ore.

Terms--net
Interest after 30 days

Job on Roosevelt Highway - Lakeside to Winchester Bay -
E. L. Gates Contractor - Roy Rozell sub-contractor -

1927 March 21	2 days time and Welding Gears for Donkey expres on tools		25.00 .58	25.58
Mch. 28-30	Go to Winchester Bay and line and babbitt Main Drum-			
	Weld and dress Main Gear		37.50	
	Mechanics work		8.50	
	10# Genuine Babbitt	.85	4.00	
	Expenses on trip			50.00
				75.58

On Nov. 13, 1927
Mailed the above bill to following:
Filed with Secretary of State-Salem, Ore.

Mailed copy to Detroit Fidelity & Ins. Co. (Rozell's bondsmen)
Standard Oil Building San Francisco Cal.
Mailed copy to Metropolitan Casualty Ins. Co.
Fred A. Slick General Agent-
713 Corbett Bldg. Portland, Ore.
Mailed Copy to E. L. Gates Lakeside Ore.

630 North Front St.
Phone 180

JOHN L. KOONTZ

KOONTZ MACHINE SHOP AND GARAGE

Machine shop
Oxy-acetylene welding
Electric Welding

Marshfield, Oregon, March 30, 1927

Sold to Roy Rozell
Reedsport Ore.

Terms--net
Interest after 30 days

Job on Roosevelt Highway - Lakeside to Winchester Bay -
E. L. Gates Contractor - Roy Rozell sub-contractor -

1927				
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Mch. 28-30	Go to Winchester Bay and line and babbitt Main Drum-			
	Weld and dress Main Gear			
	Mechanics work		37.50	
	10# Genuine Babbitt	.85	8.50	
	Expenses on trip		4.00	50.00
				75.58

On Nov. 18, 1927
Mailed the above bill to following:
Filed with Secretary of State-Salem,Ore.

Mailed copy to Detroit Fidelity & Ins. Co. (Rozell's bondsmen)
Standard Oil Building San Francisco Cal.
Mailed copy to Metropolitan Casualty Ins. Co.
Fred A. Slick General Agent-
713 Corbett Bldg. Portland,Ore.
Mailed Copy to E. L. Gates Lakeside Ore.

ENDORSED:
File No. 699
Filed November 19, 1927, SAM A. KOZER, Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of bill by Koontz Machine Shop and Garage in the sum of $75.58 for labor and material furnished to Roy Rozell, subcontractor of E. L. Gates, contractor, in connection with work on the Roosevelt Highway, with the original copy filed in the office of the Secretary of State on November 19, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of November, A. D. 1927.

Sam A. Kozer

Secretary of State

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of bill by Koontz Machine Shop and Garage in the sum of $75.58 for labor and material furnished to Roy Rozell, subcontractor of E. L. Gates, contractor, in connection with work on the Roosevelt Highway, with the original copy filed in the office of the Secretary of State on November 19, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of November, A. D. 1927.

Sam A. Kozer
Secretary of State

By _____
Deputy

PR 128B

November 16, 1927.

Mr. Lee O. Westcott,
Box 656,
Reedsport, Oregon.

Dear Sir:

We have your letter of the 15th inst. concerning your claim against Roy Roselle.

In reply wish to say that the payment of your claim has been recommended and the voucher is now in the hands of the Highway Commission for approval. As soon as the warrant is received from the Secretary of State; it will be placed in the hands of Mr. C. H. Cram, State Labor Commissioner, who will see that it is forwarded to you.

Just how soon you may expect this warrant we are unable to state at the present time, although we will definitely state that it will not be by the 20th of November. We hope to be able to make this payment to you within the next two weeks.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

K. E. Claisyer,
Chief Clerk.

HEC:JS

#922-108
PR128B

RECEIVED
NOV 18 1922

Redpoint Cal
Nov- 15-22

The State Highway Com.
Salem Ore.

Dear Sirs-
It has been now almost 5 months since I worked on the State highway, under Rgull at Wineluska Bay. and can pay apt. I understand it is up to the state to pay this. I am asking you to please mail me check at once, as I am very much in need of it. it must have it by the 20th P not. I put my claim in with the State of Labor Com. Please let me hear from you at once

Yours
Leo E. Westcott
Box 656.

#922-108C
PR128B

480 North Front St
Phone 100

Koontz Garage

November 9th, 1927.

MARSHFIELD : OREGON

Koontz Garage,
Marshfield, Oregon.

Gentlemen:

We acknowledge receipt of your letter of the 7th inst. concerning your claim in the sum of $75.58 against E. L. Gates in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

We believe that we informed you sometime ago that protection offered you was a bond furnished by Mr. Gates in this instance and that if you could not secure satisfaction by taking the matter up with the bonding company you would still have recourse to action in the courts as provided by law. According to Section 3931 Oregon Laws, you should file notice of your claim with the Secretary of State in order to hold the surety company responsible and liable after the expiration of the period of one year from date of completion of the contract.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gladsyer,
Chief Clerk.

HBG:JS

Front St. Phone 180

Koontz Garage

J. L. Koontz

Machine Shop, Electric Welding — Oxy-Acetylene Welding

MARSHFIELD :: OREGON

Nov. 7 1927

Oregon State Highway Commission

Salem Ore.

Gentlemen:

In Re the E.L.Gates contract-
Roosevelt Highway- Winchester Bay-Lakeside section:

Sometime ago we filed our bill for $75.58 with you.

We write again calling your attention to it so that there will be no chance of its being overlooked.

Yours Respy

Koonts Garage

per John L Koontz
MV

RECEIVED
OREGON

ANSWERED
H. B. G.

#922
10FF
FF 1-28-13

November 9th, 1927.

Mr. J. H. Austin, Atty.
Reedsport, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 8th inst. concerning claims of the Reedsport Meat Market and the Reedsport Tow Boat Company against Roy H. Rozell, subcontractor under H. B. Cates, in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

Regarding claims against Mr. Rozell will say that in so far as they have to do with labor the State Highway Commission has authorized this department to pay these claims if properly verified. We are without authority for proceeding with the payment of any claims other than labor, and we believe that the proper thing for you to do would be to file a notice of these claims with the bonding company in the event you cannot make a satisfactory settlement with Mr. Rozell or Mr. Cates. The surety on the bond of Mr. Cates is the Metropolitan Casualty Insurance Company of New York, Pacific Insurance Agency, Henry Building, Portland, are the local agents. Should you secure no satisfaction from Mr. Cates or the surety on his bond then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State as provided by law.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Blaisyor,
Chief Clerk.

HBB:JS

LAW OFFICES OF
JOHN H. AUSTIN
SUITE 2, I. O. O. F. BLDG.
TELEPHONE 11
REEDSPORT, OREGON

November 8, 1927

RECEIVED
NOV 8 1927
STATE HIGHWAY COMMISSION
OREGON

Mr. Roy A. Kline
State Highway Engineer
Salem, Oregon

Dear Sir:

Some time ago the Reedsport Meat Market and the Reedsport Towboat Company, of this city filed claims with statement attached, of accounts due the respective companies from Roy H. Rozell, sub-contractor under E.L.Gates with C. H. Gram, labor commissioner of the State of Oregon.

We understand that he filed said claims with the Oregon State Highway Commission. These claims as will be seen, which are subscribed and sworn to were filed among claims for labor by different parties who had performed labor for the said sub-contractor Roy H.Rozell.

We understand, further, that the labor claims are now being paid but we have not been advised as to what has been done with the claims of the Reedsport Meat Market and Reedsport Towboat Company. The merchandise furnished by the Reedsport Meat Market was used in the boarding house for the benefit of the employer and laborers at work on the said construction. The services rendered by the Reedsport Towboat Company was done and performed at the instance of the said Roy H.Rozell in the performance of the construction of the Winchester Bay-Lakeside s ction of the Roosevelt Coast Highway, all of which was shown in the claims filed with the labor commissioner.

I would be pleased to hear from you in regard to the disposition of said claims or what is contemplated to be done with the claims by the State Highway Commission.

Yours truly,

J. H. Austin

JHA:ER

J H Austin

ANSWERED
H. B.

#922

PRIVATE

November 6th, 1937.

Glen & Glen, Attys.
424 Chamber of Commerce Bldg.
Portland, Oregon.

Gentlemen:

Replying to your letter of the 7th inst. regarding the amount of money owing S. O. Groff by Mr. Roy Rossell, subcontractor under R. L. Gates on highway work in Lincoln County, wish to say that we have a statement from Mr. Groff, approved by Mr. Rossell, which indicates that there is owing to Mr. Groff on this work the sum of approximately $589.69.

The State Highway Commission have authorized this department to pay the labor claims of Mr. Rossell in connection with this work. As soon as these claims have been verified, warrants will be issued. We are unable at this time to state definite when the warrants will be released, but the matter is being expedited as much as possible.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

KARL F. GLOS

GLOS AND GLOS
ATTORNEYS
424 CHAMBER OF COMMERCE BUILDING
BROADWAY 4786
PORTLAND, OREGON

November 7, 1927

Highway Commission,
Salem, Oregon.

Gentlemen:

We represent Debbie B. Groff who is suing her husband, Samuel O. Groff for divorce. The Court here has ordered the defendant to pay certain sums of money and he insists that he has several hundred dollars coming for work performed on the Roosevelt Highway in the vicinity of Winchester Bay under one, Roselle, a sub-contractor under the original contractor, Gates.

Groff claims that he has about $400.00 coming and that the money is tied up and will be paid through the Highway Commission, and to ascertain the truth of his claim we are writing to find out what the situation is and what the prospects are of getting a part of this money.

Awaiting your early advices, we remain

Yours very truly,

Glos & Glos

By Charles H. Glos

CHG/M

RECEIVED
NOV 8 1927
OREGON
STATE HIGHWAY COMMI

389.89
93
388.96

PR # 128B

UNITED S[illegible] DEPARTMENT OF AGRICU[illegible]
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

POST OFFICE BUILDING,
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

November 7, 1927.

NOV 9 1927
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 128-B, Winchester Bay-Lakeside section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By A Banfield
Assoc. Highway Engineer.

[illegible]

[illegible] Chief Clerk

-2-

a4PR
1223

...n Federal Aid Project No. 128, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 17, 1926, by the State Highway Commission of Oregon, and on December 9, 1926, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on January 24, 1927, by the said State Highway Commission, and on February 12, 1927, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 128, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for Section B of said project to provide for an extension thereto southerly to survey station 72 in the N.E.¼ of Sec. 13, T. 23 S., R. 13 W., W.M., near Lakeside, thereby increasing the length of said Section B from 6.919 miles to 8.017 miles, and to provide for the construction of crushed gravel surfacing over the entire length of said Section B; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $182,888.97 to $240,218.77, and that the Federal Funds approved and set aside to the credit of said Section B be increased from $109,733.38 to $144,131.26:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section B of said project be revised in the manner above indicated and that the said project agreement be amended as follows:

KEG:LB

Chief Clerk

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred forty-four thousand, one hundred thirty-one and 26/100 dollars ($144,131.26) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 72 in the N.W.¼ of Sec. 15, T. 23 S., R. 13 W., W.M., near Lakeside, and survey station 291+00 at the west end of Section A of said project at the east city limits of Winchester Bay, terminal points, a distance of 8.017 miles, known locally as the Roosevelt Coast Highway between Reho and Coos Bay, Coos and Douglas Counties, being Section B of Oregon Federal Aid Project No. 128, consisting of 7.967 miles of road and 2 bridges of more than 20 ft. clear span 0.050 of a mile in length."

To Article III shall be added paragraph (e) to read:

"(e) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $278,180.97, Federal Aid $139,908.58; two bridges of more than 20 ft. clear span, approved estimate $7,037.80, Federal Aid $4,222.68."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of one hundred forty-four thousand, one hundred thirty-one and 26/100 dollars ($144,131.26), certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of two hundred forty thousand, two hundred

KDC:LB

Chief Clerk

eighteen and 77/100 dollars ($240,218.77) the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 15th day of September, 1927, and the Secretary of Agriculture on the 13th day of October, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By C E Gates
Member, State Highway Commission

By _____
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

EMC:LB

Chief Clerk

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 72 in the N.E.¼ of Sec. 13, T. 23 S., R. 13 W., W.M., near Lakeside, and survey station 291+00 at the west end of Section A of said project at the east city limits of Winchester Bay,

locally known as the Roosevelt Coast Highway between Hebo and Coos Bay, Coos and Douglas Counties, and designated in the records of this Department as Section B of Project No. 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 240,218.77 in lieu of the $109,735.38 approved by Certificate of February 12, 1927, Section B of as the total estimated cost of said project, and the sum of $ 144,131.26/ as the share of the United Section B of States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 13th day of October one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. N. Dunlap
ACTING *Secretary of Agriculture.*
136

GOVERNMENT PRINTING OFFICE 5—4639

HS:LB

Chief Clerk

#922

11PF
PR 12.8B

October 27, 1927

Mr. R. L. Gates,
State Highway Commissioner,
Lakeside, Oregon.

Dear Sir:

At the meeting of the State Highway Commission in Portland on the 25th instant the matter of the payment of the claims against Mr. Ray Roselle, sub-contractor on your work between Winchester Bay and Lakeside was taken up.

The payment of these claims by the State Highway Commission was approved. At the present time estimate No.12 covering work completed by you between September 15th and October 15th amounting to $22,099.11 is ready for payment. In order that the Roselle claims may be met and paid, we are making a deduction of $5,000.00 from this particular estimate which amount is to be used in the payment of these claims. The payment to you then on estimate No.12 will be $17,099.11.

Some time ago vouchers were prepared by this Department covering the claims of some of the men who work for Mr. Roselle. These claims were made up in voucher form and were approved by Mr. Roselle. At about that time information was received to the effect that you wished to pay these claims direct. The vouchers were accordingly handed to Mr. Mark Weatherford, your attorney. We would like to have these returned to us as soon as possible, as they will be used in making payment to each. We wish to expedite this matter as much as possible, and will thank you to see that these vouchers are placed in our hands as soon as possible as stated above.

In the event that the amount of the claims does not equal the deduction we have made from your estimate No.12, then we shall see that the balance is paid to you. If the amount of the claims is in excess of the amount of the deduction, then we will of necessity make a further deduction on your next estimate. In as much as you have expressed yourself as willing and desirous of the State Highway Commission paying these claims, we believe that you will have no objection to the method which we propose to follow.

Very truly yours,
ROY A. KLEIN
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:LB

FORM S-H-1 S-6804 500 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

A 922
DP. 128 B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

Oct.18,1927

IN REPLY PLEASE
REFER TO FILE NO.

Mr. E. L. Gates,
Lakeside,
Oregon

Dear Sir:

I am enclosing herewith a copy of a letter furnished us by Honorable Charles H. Gram, Labor Commissioner, and which letter was written to him by W. A. Lovelace with respect to claims due under the contract held by Ray Rasell, who is a subcontractor under you.

I appreciate the fact that you have made considerable effort to bring about a settlement of the claims against the said subcontractor, but the further fact remains that the claims have not been paid and many of the persons to whom they are owed are in dire circumstances. As I wrote you some time ago, I have hesitated to advise the highway commission to act under the authority of the provisions of Chapter 24, General laws of Oregon 1923, and pay the claims, charging the same to the contract, but it appears that the situation has become so serious that such advice will be warranted.

The highway commission will be in session in Portland on the 25th day of October, and unless some definite action has been taken in the meantime looking toward a prompt payment of these claims, I shall be forced to advise the commission to take drastic action. I trust that it will not be necessary.

Very truly yours,

J.M.DEVERS

JMD:RH

cc to Mr. Klein
cc to Mr. Gram
cc to Mr. Lovelace
cc to Fred Schlick Co.
cc to Mr. Sawyer

...EY MAES' BLVD
...CHAIRMAN, PORTLAND
...DFORD
...SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

[redacted]

IN REPLY PLEASE
REFER TO FILE NO.

COPY

LOVELACE
Clothing Company
Reedsport
Oregon

Oct. 11, 1927

Hon. Chas. H. Gram,
Salem, Oregon

Dear Sir:

I have been requested by several business men and laborers, who are interested in the matter, to call your attention to certain conditions that exist in connection with the payment of labor that was rendered upon the Winchester Lakeside section of the Roosevelt Coast Highway.

Mr. E. L. Gates, the contractor, subcontracted to Mr. Ray Rosell for the grading and clearing of this section. Mr. Rosell failed and refused to pay his laborers and I am informed that since that time he has filed a petition in bankruptcy and has been adjudicated a bankrupt.

These men have made frequent demands upon Mr. Gates and his bondsmen but have failed to receive any satisfaction from them. I have made an investigation and find that most of these claimants are in dire need of the money due them. A number of our local merchants sold them goods and provided their families with the necessities of life and invariably each one of these merchants have these accounts on their books remaining unpaid.

Most of these men that I have conversed with are aware of the fact that Mr. Gates furnished a bond to the State, which was for the purpose of protecting labor and material claims against this construction, whether incurred by Mr. Gates or any of his subcontractors. The failure of Mr. Gates, or his bondsmen, to make settlement only leaves them with the recourse of starting suit, however, they are not financially able to do so, neither are they able to suffer the loss in assigning it over to an attorney for collection.

If you can consistantly do so we ask that you render us whatever assistance possible to effect an immediate settlement of these claims. Thanking you for the excellent service you have given us in the past and trusting that you will give us your support in this matter, I am

Very truly yours,

W. A. Lovelace.

#922-118E
PR128B

October 6, 1927.

Mr. E. L. Eaton
Lakeside, Oregon

Dear Sir:

We hand to you herewith copy of the notice of claim by Fred H. Richter against yourself for groceries furnished Ray E. Rocellis in the sum of $582.67, in connection with state highway construction work.

This notice was received from Sam A. Kozer, Secretary of State, in today's mail and is being forwarded to you at his request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
E.L.Claisyer
Chief Clerk.

EDC/JH

October 6, 1927.

Harold P. Webb, Agent
Metropolitan Casualty Co.
Henry Bldg.
Portland, Oregon

Gentlemen:

We hand to you herewith copy of the notice which we have today received from the Secretary of State, it being a claim by Fred E. Richter against Ray L. Benedix, sub-contractor under Mr. L. L. Cather, and is in the sum of $226.27 for groceries furnished in connection with state highway construction work.

This notice is given you as you appear as surety on the bond furnished by Mr. Cather in this instance.

Very truly yours,

DOK L. KLEIN
State Highway Engineer.

By
R.E.Gleleyer - Chief Clerk.

RDG/JK

October 6, 1927.

Hon. Sam A. Lewis
Secretary of State
B u i l d i n g

Attention Mr. M. J. Hans
Filing Division

Dear Sir:

This is to acknowledge receipt of your letter of the 4th inst. enclosing three copies of the notice of claim by Fred A. Richter for procurius furnished Ray H. Rosellis, sub-contractor under Mr. Gabes, in the sum of $502.57, in connection with state highway construction work.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

GCT A. KLEIN
State Highway Engineer

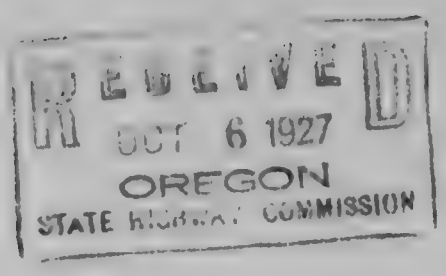
By
H.B.Glainyer - Chief Clerk.

HBG/JH

A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM



October 4, 1927

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed in this office, a notice of claim by Fred H. Richter, Winchester Bay, Oregon, for groceries furnished Roy H. Rozellis, sub-contractor under Mr. Gates, against the bond taken from Mr. Gates and the Metropolitan Casualty Co. of New York, in connection with state highway construction work.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge, receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

C O P Y

Winchester Bay, Ore. 7/27, 1927

Secretary of State,
Salem, Oregon.
Dear Sir:-

Notice is hereby given that the undersigned, "Fred H. Richter," has a claim for groceries furnished Roy H. Rozellis cook house. Mr. Rezelli was a sub-contractor under Mr. Gates. He deducted board bill from his men but failed to pay grocery bill in the sum of $582.57, against the bond taken from Mr. Gates and Metropolitan Casualty Co. of N.Y., Pacific Insurance Agency, Inc., agents.

Yours truly,

FRED H. RICHTER

File No.669

Filed
Aug. 29, 1927
SAM A. KOZER
Secretary of State

#922-108F
PP:2.8B

October 6, 1927.

Ernest P. Welch, Agent
Metropolitan Casualty Ins. Co.
Henry Bldg.
Portland, Oregon

Dear Sir:

We hand to you herewith copy of the notice which we have today received from the Secretary of State, it being a claim of the Trojan Powder Company against Mr. H. L. Gates and is in the sum of $2607.75 Improvement with his contract for the grading the portion of the Roosevelt Coast Highway between Stations 291-00 and 130-00 within Douglas and Coos counties.

This notice is given you as you apparently surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.D.Cleiger - Chief Clerk.

HDC/JH

October 6, 1927.

Mr. E. A. Sober
Lebanon, Oregon

Dear Sir:

We hand to you herewith copy of the notice of the claim of the Trojan Powder Company against yourself, being for materials furnished you in the sum of $2607.75 and used in connection with your contract for the [redacted] grading the portion of the Roosevelt Coast Highway between Stations 291-00 and 130-00 within Douglas and Coos counties.

This notice was received from Sam A. Kozer, Secretary of State, in today's mail and is being forwarded to you at his request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

HBG/JH

October 6, 1927.

Hon. Sam A. Kozer
Secretary of State
Building

Attention Mr. N. J. Ross

Dear Sir:

This is to acknowledge receipt of your letter of the 4th inst. enclosing three copies of the notice of the claim of the Trojan Powder Company for materials furnished E. L. Oates in the sum of $2607.73 and used in connection with his contract for the grading the portion of the Roosevelt Coast Highway between Stations 271-00 and 130-00 within Douglas and Coos counties.

Please be informed that we are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glasgow
Chief Clerk.

HBG/JH

SAM A. KOZER
SECRETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

October 4, 1927

RECEIVED
OCT 6 1927
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed in this office, a notice of claim by the Trojan Powder Company, 521 Yeon Bldg., Portland, Oregon, for materials in the sum of $2,607.73 against the bond taken from E. L. Gates, with the Metropolitan Casualty Insurance Company of New York as surety, for the work grading (including clearing and grubbing) the portion of the Roosevelt Coast Highway between Stations 291-00 and 130-00 within Douglas and Coos Counties, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge, receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

C O P Y

NOTICE OF CLAIM ON CONTRACTOR'S BOND

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Trojan Powder Company, a corporation, has a claim for materials, to-wit: powder, caps, fuse, wire and exploders, in the sum of $2607.73, against the bond taken from E. L. Gates, with the Metropolitan Casualty Insurance Co. of New York as surety, for the work of grading (including clearing and grubbing) the portion of Roosevelt Coast Highway between Stations 291-00 and 130-00 within Douglas and Coos County, Oregon.

Dated at Salem, Oregon, this 11th day of August, 1927.

TROJAN POWDER COMPANY

By K. A. Miniman
Manager

File No. 663

Filed
Aug 11, 1927
SAM A. KOZER
Secretary of State

#922
10PF
PR#128B

September 30th, 1927.

Metropolitan Casualty Ins. Co. of N.Y.
Pacific Insurance Agency, Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of John S. Bagley in the sum of $[illegible], being for board and rental furnished R. L. Gates in connection with his contract for the grading of the Winchester Bay-Reedsville Section of the Roosevelt Coast Highway.

This information is given you at the request of the Secretary of State as you appear as the surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. A. Slaiger,
Chief Clerk.

JB

September 30th, 1927.

Hon. Hattie Ebner,
Secretary of State
Building.

Dear Sir:

This is to acknowledge receipt of your letter of the 26th inst. enclosing three copies of notice of claim of John A. Bagley in the sum of $629.33 , being for board and rental furnished Mr. R. L. Bates in connection with his contract for the grading of the Winchester Bay-Gardiner Section of the Roosevelt Coast Highway.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS

September 30th, 1927.

Mr. E. L. Gates,
Lakeside, Oregon.

Dear Sir:

Enclosed herewith please find certified copy of notice of claim of John S. Bagley in the sum of $629.35, being for board and rental furnished you in connection with your contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JH

STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 26, 1927

State Highway Commission,

Salem, Oregon.

Dear Sirs: (Attention Mr. H. B. Glaisyer, Chief Clerk)

#9~~
Met cert. co copy
pres. Inv. 3 1

This is to advise that we received from Kenneth Armstrong, Attorney, 407-9 Fliedner Building, Portland, Oregon, and filed in this office a notice of claim by John S. Bagley for board and rental furnished in the sum of $629.33 against the bond taken from E. L. Gates and the Norwich Union Indemnity Company for work done on the Winchester Bay section of the Roosevelt Highway near Reedsport.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,

By N. J. Isaac

NJH CS

United States of America

STATE OF OREGON

COPY

NOTICE OF CLAIM AGAINST BOND ON PUBLIC WORK

TO THE STATE OF OREGON:

Notice is hereby given that John S. Bagley has a claim for board furnished workmen and the rental of certain premises used as a kitchen and dining room and the rental of certain kitchen equipment in the sum of $629.30 against the bond taken from E. L. Gates and the Norwich Union Indemnity Company for the work done on the Winchester Bay Section of the Roosevelt Highway near Reedsport.

JOHN S. BAGLEY

File No.670
NOTICE OF CLAIM AGAINST BOND ON PUBLIC WORKS,
John S. Bagley vs E. L. Gates and Norwich Union Indemnity Company

Filed
Aug 29, 1927
SAM A. KOZER
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify,

That I have carefully compared the annexed copy of notice of claim by John S. Bagley for board and rental furnished in the sum of $629.33 against the bond taken from E. L. Gates and the Norwich Union Indemnity Company for work done on the Winchester Bay section of the Roosevlet Highway near Reedsport, Oregon, with the original notice of claim filed in the office of the Secretary of State on August 29, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify,

That I have carefully compared the annexed copy of notice of claim by John S. Bagley for board and rental furnished in the sum of $629.33 against the bond taken from E. L. Gates and the Norwich Union Indemnity Company for work done on the Winchester Bay section of the Roosevlet Highway near Reedsport, Oregon, with the original notice of claim filed in the office of the Secretary of State on August 29, 1927, and that the same is a full true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of September, A. D. 1927.

Sam A. Kozer

Secretary of State

By _____

Deputy

#922-108
PR#128B

TROJAN POWDER COMPANY

September 20th, 1927

A. R. Daley & Co.
Marshfield, Oregon.

Gentlemen:

At the request of Mr. E. A. Merriman, District Manager, of the Trojan Powder Company, we hand you herewith mimeograph copy of Section 7332, Oregon Laws, relating to the filing of claims against the contractors on state highway construction work.

You will note that your notice must be filed with the Secretary of State prior to the expiration of one year from the date of the completion of the contract, and after that date the bond is substantially released from all obligations.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Claiayer,
Chief Clerk.

HBCgJS
cc. Trojan Powder Co.
Portland, Ore.

...E. ALL CONTRACTS AND AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER DELAY ... CONTRACT IS BINDING UPON THE COMPANY UNL... APPROVED IN WRITING BY AN OFFICER.

TROJAN POWDER COMPANY

EXPLOSIVES TROJAN CHEMICALS

PORTLAND, OREGON

ALLENTOWN, PENNA.
NEW YORK, NEW YORK
CHICAGO, ILLINOIS
SAN FRANCISCO, CAL.
PORTLAND, OREGON

September 19th 1927.

Oregon State Highway Department.
Salem Oregon.

Gentlemen:-

RECEIVED
SEP 20 1927
OREGON
STATE HIGHWAY COMMISSION

Will you please forward to
A. B. Daly and Company
Marshfield Oregon.
proper file form to be used in filing claim against state contract construction on Roosevelt Highway.

This company is our dealer at Marshfield and sold powder and blasting supplies to Rozell sub contractor on E. L. Gates contract for highway construction in Coos and Douglas County.

We will appreciate this favor.

Very truly yours,

Trojan Powder Company

K. A. Merriman
District Manager

KAM.
cc A.B.D & Co.

ANSWERED
H. B. G.

August 25, 1927 PR 128-B

Mr. C. H. Purcell,
District Engineer
Bureau of Public Roads,
Box 5900,
Portland, Oregon.

Dear Sir:

In accordance with your letter of the 22nd inst., we are sending to you herewith four additional sets of special provisions and four additional blue prints of typical surfacing section for the Reedsport-Lakeside surfacing, Oregon Projects 128-A and 128-B.

We are also enclosing six revised copies of estimate for the project. These have been corrected in accordance with your other letter of August 22.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

Encls.

State Highway Department — Project 128-B

WINCHESTER BAY-LAKESIDE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

(Estimate as basis for modified agreement. Revised to include surfacing.)

Salem, Oregon, August 23, 1937.

Grading:

All Required	Clearing and Grubbing		$ 23,700.00
96,500 cu.yds	Rock Excavation	$ .32	30,880.00
153,000 cu.yds	Common Excavation	.36	55,080.00
55,500 cu.yds	Other Excavation	.55	30,525.00
200,000 yd.sta.	Overhaul	.04	8,000.00
250 lin.ft	12" Concrete Pipe	1.15	287.50
1,750 lin.ft	18" Concrete Pipe	2.50	4,375.00
1,100 lin.ft	24" Concrete Pipe	3.40	3,740.00
40 lin.ft	36" Concrete Pipe	6.38	255.20
64 cu.yds	Class "B" Concrete	23.00	1,472.00
31 M-FBM	Lumber and Timber	50.00	1,550.00

Surfacing:

2,100 cu.yds	Sub-base Course Surfacing	2.94	5,364.00
8,500 cu.yds	Base Course Surfacing	2.64	22,440.00
8,500 cu.yds	Top Course Surfacing	2.64	22,440.00
2,100 cu.yds	Filler	.30	630.00
5,600 yd.mi	Filler Haul	.19	1,064.00
		Sub-total	$ 211,962.70
		10% Engr. & Cont.	21,196.27
			$ 233,158.97

Length of Project 7.967 Miles (revised)
Cost per mile $29,268.36

State Funds Available	$ 88,272.39	
Federal Aid Requested	139,908.58	(60%)
	$228,180.97	

B R I D G E S

Bridge over 20' Span - Station 60

19 M-FBM	Lumber and Timber	$ 50.00	$ 950.00
26 cu.yds	Class "B" Concrete	23.00	598.00

Bridge over 20' Span - Station 278

63 M.FBM	Lumber and Timber	$50.00	$ 3,150.00
2,000 lin.ft	Timber Piling	.85	1,700.00
		Sub-total	$ 4,850.00
		10% Engr. & Cont.	639.80
		Total	$ 7,037.80

Length of Bridges 0.000 Miles

State Funds Available	$ 2,815.12
Federal Aid Requested	4,222.68
	$ 7,037.80

S U M M A R Y

Work	Total Estimated	State Funds	Federal Aid	
Grading & Surfacing	$ 233,180.97	$ 93,272.39	$ 139,908.58	(60%)
Bridges	7,037.80	2,815.12	4,222.68	(60%)
Totals	$ 240,218.77	$ 96,087.51	$ 144,131.26	

State Funds for Constr. - Chapter 175, Laws 1917; Chapter 31, Laws 1920

State Funds for Maint. - Res. Aug. 17, 1917; Chapter 287, Laws 1917.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

FOR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

Aug. 22, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Attached are five copies of the estimate dated August 15th, for Oregon Federal Aid Project 128-B, Winchester Bay - Lakeside Section of the Roosevelt Coast Highway. These are the estimates transmitted with your letter of August 19th, which was in reply to ours of August 16th. In that letter of ours we mentioned errors in addition which would be corrected when the estimates were returned. Some of these errors have evidently been overlooked, as the sub-total appearing under "Surfacing" should be $211,982.70. This error is carried through, and makes several of the succeeding figures in the estimate wrong.

It is requested that these estimates be further corrected and returned to this office.

Very truly yours,

C. H. PURCELL
District Engineer

By L. Gaylord
Associate Highway Engineer.

Enclosures.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

Aug. 22, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to your letter of July 15th, referring to Oregon Federal Aid Projects 128-A and 128-B.

It is noted that but four copies of Special Provisions and four copies of typical surfacing section were forwarded. Inasmuch as these are two separate projects, will you kindly forward us four additional copies of the Special Provisions and four copies of the Typical Surfacing Section.

Very truly yours,

C. H. PURCELL
District Engineer

By L. M. Davis
Associate Highway Engineer.

arc

Aug. 22, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to your letter of July 15th, referring to Oregon Federal Aid Projects 128-A and 128-B.

It is noted that but four copies of Special Provisions and four copies of typical surfacing section were forwarded. Inasmuch as these are two separate projects, will you kindly forward us four additional copies of the Special Provisions and four copies of the Typical Surfacing Section.

Very truly yours,

C. H. PURCELL
District Engineer

By T M Davis
Associate Highway Engineer.

August 19, 1927.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 5200,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing five copies of revised estimate for project agreement of the Winchester Bay-Lakeside Section, Oregon Project 128-B.

This estimate has been revised in accordance with your letter of the 16th inst.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP
Encls.

Oregon State Highway Department — Project No. 128-B

WINCHESTER BAY-LOWMAN SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

(Estimate as basis for modified agreement. Revised to include surfacing.)

Salem, Oregon, August 18, 1927.

Grading

All Required	Clearing and Grubbing		$23,700.00
96,800 cu.yds	Sand Excavation	.32	30,880.00
153,000 cu.yds	Common Excavation	.36	55,080.00
56,800 cu.yds	Other Excavation	.58	32,944.00
200,000 yd.sta.	Overhaul	.04	8,000.00
250 lin.ft	12" Concrete Pipe	1.15	287.50
1,750 lin.ft	18" Concrete Pipe	2.50	4,375.00
1,100 lin.ft	24" Concrete Pipe	3.49	3,839.00
40 lin.ft	36" Concrete Pipe	6.38	255.20
64 cu.yds	Class "B" Concrete	23.00	1,472.00
31 M-FBM	Lumber and Timber	50.00	1,550.00

Surfacing:

2,100 cu.yds	Sub-base Course Surfacing	2.64	5,544.00
8,800 cu.yds	Base Course Surfacing	2.64	23,440.00
8,800 cu.yds	Top Course Surfacing	2.64	23,440.00
2,100 cu.yds	Filler	.30	630.00
5,600 yi.mi.	Filler Haul	.19	1,064.00

Sub-total	$211,932.70
10% Engr. & Cont.	21,193.27
	$233,125.97

Length of Project 7.967 Miles (revised)
Cost per mile $29,261.44

State Funds Available	$93,250.39	
Federal Aid Requested	139,875.58	(60%)
	$233,125.97	

BRIDGES

Bridge over 20' Span - Station 60

19 M-FBM	Lumber and Timber	$50.00	$ 950.00
26 cu.yds	Class "B" Concrete	23.00	598.00

Bridge over 20' Span - Station 278

65 M- FBM	Lumber and Timber	50.00	3,150.00
2,000 lin.ft.	Timber Piling	.85	1,700.00

Sub-total	$ 6,398.00
10% Engr. & Cont.	639.80
Total	$ 7,037.80

Length of Bridges 0.050 miles

State Funds Available	$2,815.12
Federal Aid Requested	4,222.68
	$7,037.80

S U M M A R Y

Work	Total Estimated	State Funds	Federal Aid
Grad. & Surf.	$ 233,125.97	$ 93,250.39	$ 139,875.58 (60%)
Bridges	7,037.80	2,815.12	4,222.68 (60%)
Totals	$ 240,163.77	$ 96,065.51	$ 144,098.26 (60%)

State funds for Constr. - Chap. 176, Laws 1917; Chapter 31, Laws 1920

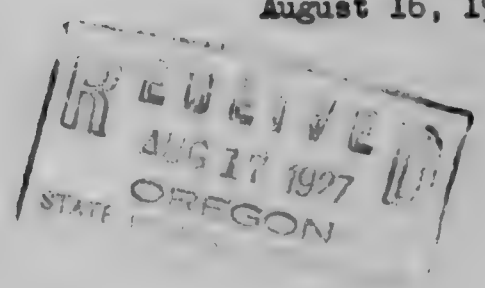
State funds for Maint. - Res. Aug. 17, 1917; Chapter 237, Laws 1917.

U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

August 16, 1927.



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Revised estimate to include surfacing on Oregon Federal aid project No. 128-B, Winchester Bay-Lakeside section, has been received. However, this estimate has not been prepared in the usual form, as the 10% for engineering and contingencies was not added to the roadway section before computing the amount of Federal aid allowable; and further, the total cost of the project, together with total amount of Federal aid reques ed, has not been shown as a summary at the end of the estimate as now required. Some small errors in addition and extension have also b-en found, which will of course be taken care of when the estimate is re-written.

We are returning five copies of the estimate herewith.

Yours very truly,

C. H. PURCELL,
District Engineer,

By L. Bayfield
Assoc. Highway Engineer.

6

August 5, 1927

FE 126-B

Mr. C. H. Purcell
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate on basis for modified agreement on the Winchester Bay-Lakeside Section, Oregon Project 126-B.

This estimate has been revised to include the surfacing recently placed under contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. DeGroat
Assistant Office Engineer

JWD:AP
Encls.

Oregon State Highway Department — Project No. 125-B

WINCHESTER BAY-LAKESIDE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

(Estimate as basis for modified agreement. Revised to including Surfacing.)

Salem, Oregon, August 4, 1927

Grading:

All Required	Clearing and Grubbing		$ 25,700.00
96,500 cu.yds	Sand Excavation	.32	30,880.00
155,000 cu.yds	Common Excavation	.56	55,080.00
55,500 cu.yds	Other Excavation	.55	30,525.00
200,000 yd.sta	Overhaul	.04	8,000.00
250 lin.ft	12" Concrete Pipe	1.15	287.50
1,750 lin.ft	18" Concrete Pipe	2.50	4,375.00
1,100 lin.ft	24" Concrete Pipe	3.40	3,740.00
40 lin.ft	36" Concrete Pipe	6.38	255.20
64 cu.yds	Class "B" Concrete	23.00	1,472.00
31 M-FBM	Lumber and Timber	50.00	1,550.00

Surfacing:

2,100 cu.yds	Sub-base Coarse Surfacing	2.64	5,544.00
8,500 cu.yds	Base Course Surfacing	2.64	22,440.00
8,500 cu.yds	Top Course Surfacing	2.64	22,440.00
2,100 cu.yds	Filler	.30	630.00
5,600 yd.mi	Filler Haul	.19	1,064.00
	Sub-total		$211,932.70

Length of Project 7.967 (revised)
Cost per mile $26,601.31

State Funds Available	$ 84,773.08	
Federal Aid Requested	127,159.62	(60%)
	$211,932.70	

B R I D G E S

Bridge over 20' Span - Station 60

19 M-FBM	Lumber and Timber	$ 50.00	$ 950.00
26 cu.yds	Class "B" Concrete	25.00	598.00

Bridge over 20' Span - Station 278

63 M-FBM	Lumber and Timber	50.00	3,150.00
2,000 lin.ft	Timber Piling	.85	1,700.00
	Sub-total		$ 6,398.00
	10% Engr. & Cont.		639.80
	Total		$ 7,037.80

Winchester Bay-Lakeside Section

Length of Bridges 0.000 Miles

State Funds Available	$2,815.12
Federal Aid Requested	4,222.68
	$ 7,037.80

State Funds for Constr. - Chapter 175, Laws of 1917; Chapter 51, Laws 1920.

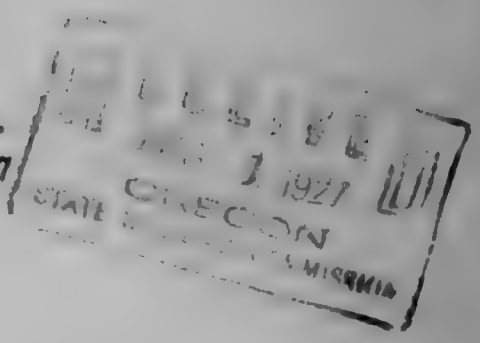
State funds for Maint. - Res. Aug. 17, 1917; Chapter 237, Laws 1917.

#922-
108F
PI#12813

E. L. GATES
CONTRACTOR
WOLF POINT, MONTANA

PRESENT ADDRESS
LAKESIDE, OREGON.

July 29, 1927



Oregon State Highway Commission

Salem, Oregon

Dear Sirs:--- Attention Mr. R. A. Klein:

In reply to your letter of July 28th 1927 in regard to claim in amount of $420,.00 for piling purchased from W. J. Conrad Lumber Co. by Mr. J. Liss to be used on bridges on Lakeside-S Winchester Bay Section of Roosevelt Coast Highway, and charged to E. L. Gates. Mr. J. Liss advised me that he made arrangement with this Company, to pay this bill on the 10th of August 1927. However I will take the matter up with this Lumber Co. and see that there is no trouble arises from same.

Yours very truly,

E. L. Gates

E. L. Gates

NOTED
H. B. GLAISYER

#922-
108F
PR#128B

July 28th,1927

Metropolitan Casualty Insurance Co
Pacific Insurance Agency, Inc. Agents,
Henry Building
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from the W. J. Conmmel Lumber Company, Marshfield, Oregon, notice of their claim against E. L. Gates in the sum of $620, being for 50 pieces of Port Orford white cedar piling furnished Mr. Gates in connection with his contract for the grading of the Winchester Bay-Reedsville Section of the Roosevelt Coast Highway. This lumber company state that the filing of this claim with this office is no reflection on Mr. Gates' financial rating but is simply for their information.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleisyer,
Chief Clerk.

HBG:B

July 28th,1927

Mr. E. L. Caton,
Lakeside, Oregon.

Dear Sir:

This letter is to inform you that we have today received communication from W. J. Conrad Lumber Company in which they advise us of the claim against you in the sum of $620, being for 80 pieces of Port Orford white cedar piling for use in connection with your contract for the grading of the Winchester Bay-Lakeside Section.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. R. Glaisyer,
Chief Clerk.

HRG:JS

W. J. Conrad Lumber Co

July 28th, 1927

W. J. Conrad Lumber Co.
305 American Bank Bldg.
Portland, Oregon.

Wakefield

Dear Sirs

Attention: J. H. Clark.

Your letter of the 25th inst. addressed to the State of Oregon, stating your claim against M. L. Gates for lumber furnished him in the sum of $420.00 has been handed to this department for reply.

Contract awarded to Mr. Gates was for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. In connection with this contract Mr. Gates furnished the state a surety bond underwritten by the Metropolitan Casualty Insurance Company of N. Y., for whom the Pacific Insurance Agency, Inc., are agents, with offices in the Henry Building, Portland, Oregon. Should you have difficulty in getting the amount of your claim from Mr. Gates, then we would suggest that you take the matter up with the surety on the bond.

Mr. Gates' contract is still under way and is not expected to be completed until this fall.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

CLAUDE GILES, Secy.

W. J. Conrad Lumber Co.

...SHIPMENTS
...N AND DOMESTIC

305-306 AMERICAN BANK BUILDING

Marshfield, Oregon

PORT ORFORD WHITE CEDAR
LOGS, LUMBER AND POLES

July 25,1927.

ALL AGREEMENTS ON OUR PART ARE SUBJECT TO DELAY RESULTING FROM CAUSES BEYOND OUR CONTROL, INCLUDING STRIKES, FLOODS, ACCIDENTS, DETENTION OF STEAMERS, ETC.

State of Oregon,
Salem,Ore.

Gentlemen:-

Last month we supplied Mr. E.L.Gates of Lakeside,shipping to him at Reedsport, 50 pieces of Port Orford white cedar piling,approximately $420.00 We understand that this piling is for a contract which the State has given Mr.E.L.Gates.

Will you kindly advise us as early as possible if Mr.Gates has been paid by the State for this portion of the contract,and if he has furnished a Bond with the State covering this contract.

This information desired is no reflection upon Mr.Gates' financial rating, but is for our files and records as we have to look to him for payment of this Port Orford white cedar.

Yours very truly,
W.J.CONRAD LUMBER CO.

By.J.G.Clark

JGC:P

Respectfully referred to State Highway Commission,
By Sam A. Kozer, Secretary of State. 7/26/27

SECRETARY OF STATE
RECEIVED
JUL 26 1927
SAM A. KOZER

#922
108E
PR# 128B

July 23rd, 1927

Metropolitan Casualty Ins. Co. N.Y.
Pacific Insurance Agency, Inc.,
Henry Bldg.
Portland, Ore.

Referred to T.E. Grae

Gentlemen:

This is to inform you that we have received statements of the accounts of J. E. Hall and Fred Lighter, both of Winchester Bay, Oregon, said claims being in the sum of $14.10 and $12.66 respectively, against Roy Rowell, subcontractor under L. L. Gates on the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. E. Gladysen,
Chief Clerk.

EEG:EB

July 23rd,1927

Mr. L. L. Oates,
Lakeside, Oregon.

Dear Sir:

This is to inform you that we have received statements of the claims of J. D. Hall and Fred K. Kistler against Mr. L. Durell, subcontractor under yourself for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway, in the sum of $14.10 and $13.66, respectively.

We would appreciate your attention to this matter.

Very truly yours,

Ray A. White,
State Highway Engineer

By

H. B. Chaleyer,
Chief Clerk.

HBC:JH

July 25th, 1927

Mr. Fred E. Richter,
Winchester Bay, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 20th inst. enclosing statements of your account and that of J. B. Hall against Ray Rexall, subcontractor under E. L. Gates in connection with the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway, said claims being in the sum of $13.56 and $14.10, respectively.

Replying to your letter will say that Mr. Rexall furnished a bond to Mr. Gates for the purpose of protecting claims incurred against his work. Mr. Gates furnished the State of Oregon a surety bond protecting the state against any claims that might be filed against him or his subcontractors. You have recourse to action against the bond given by Mr. Rexall to Mr. Gates and the bond given by Mr. Gates to the state. The surety on Mr. Gates bond is The Metropolitan Casualty Insurance Co. of N.Y. The Pacific Insurance Agency, Inc., Agents, with offices in the Henry Building, Portland. Mr. Gates can inform you as to the name of the surety on the bond furnished by Mr. Rexall.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gladmyer,
Chief Clerk.

HBG:B

DIRECTORS
...IGHTER
...NICHOLS
...BURN

TEACHERS
T. E. GRAE, PRINCIPAL
MRS. T. E. GRAE, ASSISTANT
MRS. H. M. SCOTT, CLERK

WINCHESTER BAY SCHOOL

WINCHESTER BAY, OREGON, July 20 1927

State Highway Commission
Salem Ore.
Dear Sirs:.

Enclosed please finds statements & account against Roy Rozell for groceries and phone calls. Also Mr. Hall's account for hauling ... s down from Reedsport.

H. RICHTER
GENERAL MERCHANDISE
...ter Bay, Ore. ..... 192...
Hall

8% INTEREST CHARGED ON ALL ACCOUNTS OVER 30 DAYS.	AMOUNT FORWARD
Balance Due	14 10

Hall

YOUR ACCOUNT STATED TO DATE. IF ERROR IS FOUND, RETURN AT ONCE.
McCARRET, ALLIANCE, OHIO

was that ... 11 13.66 HHS

RECEIVED
JUL 22 1927
OREGON
STATE ...

DIRECTORS
...ICHTER
...NICHOLS
...BURN

TEACHERS
T. E. GRAE, PRINCIPAL
MRS. T. E. GRAE, ASSISTANT
MRS. H. M. SCOTT, CLERK

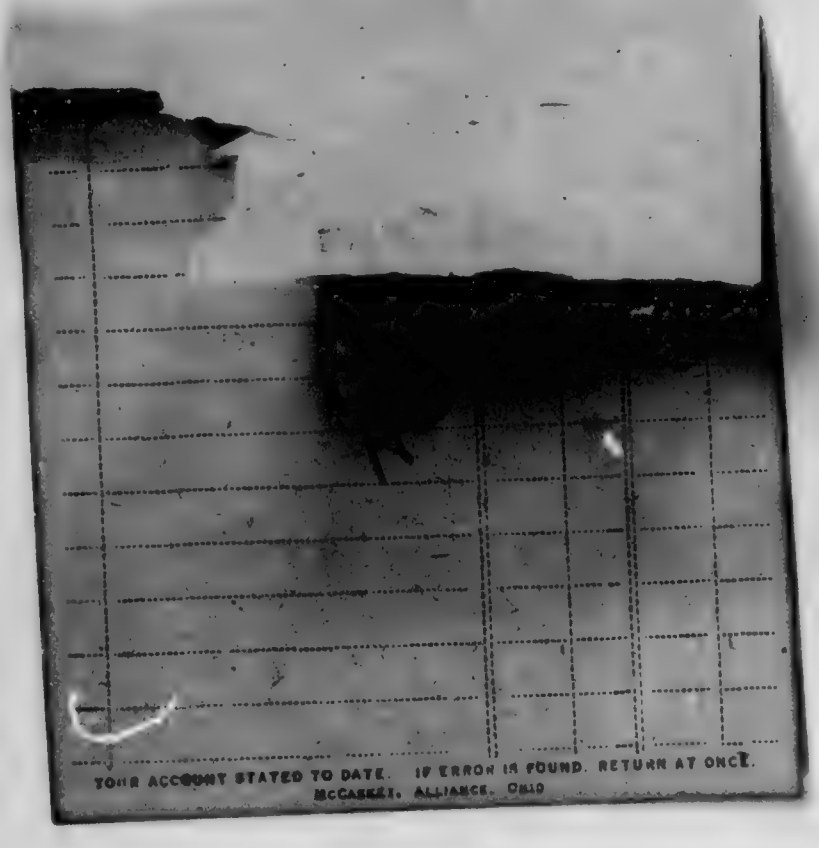
WINCHESTER BAY SCHOOL

WINCHESTER BAY, OREGON. July 20 1927

State Highway Commission
Salem Ore.

Dear Sirs:

Enclosed please finds statement & account against Roy Rozell for groceries and phone calls. Also Mr. Hall's account for hauling Rozell's goods down from Reedsport.



#922-10 PF
PP#1284B

July 22nd, 1927

Mr. R. L. Coles,
Lakeside, Oregon.

Dear Sirs

This is to inform you that we have today received a letter from Mr. Lee C. Westcott of Reedsport, Oregon, to the effect that he has a claim against Ray Rowell, subcontract under you for the grading of the Winchester Bay-Lakeside section of the Roosevelt Coast Highway, for 46 days wages.

Will you kindly give this matter your attention.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. B. Kirkpatrick,
Chief Clerk.

EBK:JS

July 22nd, 1927

Metropolitan Casualty Ins. Co. of N.Y.
Pacific Insurance Agency, Inc., Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received a letter from Mr. Lee C. Westcott, of Reedsport, Oregon, to the effect that he has a claim for 46 days wages against Mr. Ivy Bonell, subcontractor under R. L. Gates in connection with the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. R. Glaisyer,
Chief Clerk.

HBG:JS

July 22nd, 1927

Mr. Lee C. Tentcott,
Rockyert, Oregon.

Dear Sirt

We have your letter of the 21st inst. advising us of your claim against Mr. Rossll, subcontractor under R. L. Gates, in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

There has been a number of claims filed against this contractor, and we will give you the same information as given to other claimants, that is, to the effect that any action you may take should be against the bond furnished by Mr. Gates in connection with this work. This bond was underwritten by the Metropolitan Casualty Insurance Company, the Pacific Insurance Agency, agents, Henry Building, Portland.

It is our understanding that Mr. Rossll furnished a bond to Mr. Gates to protect Mr. Gates against all claims. Mr. Gates can give you the name of the surety on this bond. You have recourse against this bond as well as Mr. Gates' bond.

In order to hold the bond liable after the expiration of a period of one year after completion of the work, you should file notice of your claim with the Secretary of State in accordance with Section 2991, Oregon Laws, mimeograph copy of which is enclosed. Should you fail to secure satisfaction, then it will be necessary for you to institute action in the courts against the bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By
H. B. Glaisyer,
Chief Clerk.

HBG:JS

#922-10PF
SEATTLE
TACOMA

FP 128B

AGENCY

Y BONDS

N

July 20, 1927

letters of
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L. Gates
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These
office
hem to

AGENCY, INC.

By

Manager

C

#922-10PF

FR128B

SPOKANE
PORTLAND

BROADWAY 1201

SEATTLE
TACOMA

THE
PACIFIC INSURANCE AGENCY
INCORPORATED

GENERAL INSURANCE - SURETY BONDS

501-3 HENRY BUILDING

PORTLAND, OREGON

July 20, 1927

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letters of July 18th and 19th with reference to claims in connection with the contract of Mr. E. L. Gates for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. These matters have been referred to the local office of the bonding company and have asked them to give same their prompt attention.

Yours very truly,

THE PACIFIC INSURANCE AGENCY, INC.

By: [signature]

Manager

C

#922-10PF
PR#1258

July 30th, 1927

The Metropolitan Casualty Ins. Co. of N.Y.
The Pacific Insurance Agency, Inc., Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received two additional notices of claims against Mr. Roy Royall, subcontractor under R. L. Gates for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. One of these is that of Mr. Jack White of Reedsport, Oregon, in the sum of $127.00. The other is that of Mrs. May Smith, of Winchester Bay, Oregon, who was cook in Mr. Royall's camp. The amount of her claim is not stated.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. D. Glaisyer,
Chief Clerk.

HDG JS

July 20th,1927

Mr. E. L. Coles,
Lakeside, Oregon.

Dear Sir:

This is to inform you that we have today received notice of two additional claims against Mr. Ray Bonsil, subcontractor under you for the grading of the Winchester Bay-Lakeside Section of the Roosevelt South Highway. One of these is that of Mr. Jack White, of Newport, in the sum of $173.00, the other is that of Mrs. May Smith of Winchester Bay, who was cook in Mr. Bonsil's camp. The amount of her claim is not stated.

Will you please give these claims your attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. L. Glaisyer,
Chief Clerk.

HLG:JS

July 20th,1927

Mr. Jack White,
Reedsport, Oregon.

Dear Sir:

We wish to acknowledge receipt of your letter of the 18th inst. in which you advise us that you have a claim against Mr. Roy Rozell, subcontractor under E. L. Gates in connection with the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

In reply will say that it is our understanding that Mr. Rozell furnished Mr. Gates a surety bond for the protection of claims against his work. We do not know the surety on this bond but believe that you can get this from Mr. Gates. Suggest that you seek satisfaction from this surety company. In the event you secure none, then you still have recourse for action against Mr. Gates and the bond furnished by him to the state, which was for the purpose of protecting labor and material claims against this job, whether incurred by Mr. Gates or any of his subcontractors.

If you do not get any satisfaction from Mr. Gates or his bondsman, then it will be necessary for you to start some action in the courts. We would suggest that you file notice of your claim with the Secretary of State in accordance with the terms of Section 2991, Oregon Laws, a mimeograph copy of which is enclosed herewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiayer,
Chief Clerk.

HBC:JS

July 20, 1927

Mrs. May Smith,
Winchester Bay, Oregon.

Dear Madam:

We wish to acknowledge receipt of your letter of the 18th inst. in which you advise us that you have a claim against Mr. Roy Rexall, subcontractor under R. L. Gates in connection with the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

In reply will say that it is our understanding that Mr. Rexall furnished Mr. Gates a surety bond for the protection of claims against his work. We do not know the surety on this bond but believe that you can get this from Mr. Gates. Suggest that you seek satisfaction from this surety company. In the event you secure none, then you still have recourse for action against Mr. Gates and the bond furnished by him to the state, which was for the purpose of protecting labor and material claims against this job, whether incurred by Mr. Gates or any of his subcontractors.

If you do not get any satisfaction from Mr. Gates or his bondsmen then it will be necessary for you to start some action in the courts. We would suggest that you file notice of your claim with the Secretary of State in accordance with the terms of Section 2991, Oregon Laws, a mimeograph copy of which is enclosed herewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

#922-10PF

PR#1288

Winchester Bay Ore
July 18, 1927

State Highway Commissioner
Salem Ore.

Dear Sir-

Is there any thing I and about 14 others can do to get our wages coming from Roy Russell Sub. Contracter from Yates State Highway Contractor,

Mr Russell went broke on the job. last month. Operations on the Wks stopped June 30, We are all waiting here at Winchester Bay for our money And would like to hear from you. Its up to you to make me to do something.

Yours truly

Jim Jack White
Reedsport
Oregon

[illegible] 1927

[illegible] the bond furnished [illegible] for the grading of [illegible] Coast Highway. [illegible] ring parties who [illegible] under Mr. Cates in [illegible] the claim of each

$226.48
417.76
152.00
170.99
224.11
308.25

[illegible] Engineer

[illegible] Claimer; [illegible] hief Clerk.

#922-10PF

PR# 128B

[illegible] 1927

I am [illegible] on the [illegible] Powell [illegible] oregon [illegible] his name [illegible] head [illegible] job will [illegible] who is [illegible] for the [illegible] 31½ dol [illegible] month. [illegible] it up [illegible] Dear [illegible]

Yours in regards to the [illegible] some of us have our monthly pay coming and need it badly. This is the Roosvelt Highway Workman we were under the impression that all State Work is good. Will You please address me. as soon as possible.

Yours Very Sincerely

Mrs. Mae Smith.

(Look for Russell Camp)

Winchester Bay Ore.

Reedsport
oregon
July 18 1927

Dear Sir I have been working on the highway for Roy Rozell at winchester Bay oregon and he cant pay his men and E. J. gates is the head contractor on the Job neither one seems to no who supose to pay us for the Job I have worked 31½ days for the company makes me $127.00 dollars. its up to some one to do something

Yours truly
Mr Jack white
Reedsport
Oregon

#922-10PF

PR# 128B

July 19th, 1929

Metropolitan Casualty Ins. Co. of N.Y.
Pacific Insurance Agency, Ins., Agents,
Henry Hldg.
Portland, Oregon.

Gentlemen:

This letter is to inform you, as surety on the bond furnished by Mr. E. L. Gates in connection with his contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. Same we have today received letters from the following parties who have claims against Mr. Ray Rosell, subcontractor under Mr. Gates in connection with this work. The names and amount of the claim of each are as follows:

Wm. Stewart, Winchester Bay.	$225.48
G. W. Reavis, Winchester Bay.	417.78
W. T. Ashburn, Winchester Bay.	152.00
Matt Stonelake, Winchester Bay,	170.99
John MacArthur, Reedsport,	228.11
Ray Cox, Winchester Bay.	308.25

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:M

July 19th,1927

Mr. Wm. Stewart,
Winchester Bay, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 17th inst. in which you advise us of your claim against Mr. Ray Rozell, sub-contractor under H. L. Gates, for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

Replying to the same wish to say that it is our understanding that Mr. Rozell furnished a surety bond to Mr. Gates for the purpose of protecting Mr. Gates against labor and material claims which may be incurred by Mr. Rozell. Your action is against this bond in connection with which Mr. Rozell is principal. We are not advised as to the name of the bonding company, but no doubt you can secure this by inquiring of Mr. Gates. In the event you do not secure satisfaction by proceeding in this manner, then you still have recourse to action against Mr. Gates and the bond that he furnished to the state which was furnished for the purpose of protecting labor and material claims and all just debts, dues and demands which may be incurred against this particular project, whether they be of his own undertaking or the undertaking of any of his subcontractors. Should you fail to secure satisfaction by filing claims with the bonding companies, then you still have recourse to action in the courts and we would advise you to file notice of your claim with the Secretary of State, in accordance with the terms of Section 7991, Oregon Laws, a mimeograph copy of which is enclosed herewith for your information.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

Above letter to the following:
G. W. Reavis, Winchester Bay;
W. V. Ashburn, Winchester Bay;
Matt Stonelake, Winchester Bay;
John McArthur, Reedsport;
Ray Cox, Winchester Bay.

July 19th,1927

Mr. H. L. Gates,
Lakeside, Oregon.

Dear Sir:

This letter is to inform you that we have today received letters from each of the following named parties who worked for Mr. Roy Ronell, subcontractor under yourself in connection with your contract for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. It seems that these men have put in several months work for Mr. Ronell and have received no pay whatsoever. We will appreciate it if you will give this matter your attention.

The claimants and amounts of their respective claims are as follows:

Wm. Stewart, Winchester Bay.	$225.45
C. W. Reavis, Winchester Bay.	417.78
W. V. Ashburn, Winchester Bay.	152.00
Matt Stenslake, Winchester Bay.	170.90
John McArthur, Reedsport,	228.11
Ray Cox, Winchester Bay.	308.25

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. R. Glaisyer,
Chief Clerk.

HRG:JS

[illegible]
[illegible] Oregon
[illegible]

[illegible]
[illegible]
[illegible]
[illegible] Oregon

Dear Sir:

I am writing as to ways & [illegible] regarding labor on the State [illegible] highway. I am a [illegible] contractor. I [illegible] part of it to [illegible] for which I work [illegible] was left for parts unknown and does not [illegible] any of the men. And [illegible] does not seem to [illegible] do any [illegible] and also says he has not [illegible] to do with this [illegible] of the works [illegible] would give kindly

[illegible] ments to
[illegible] labor on the
[illegible] ther is the
[illegible] ands but part of
[illegible] ich I worked.
[illegible] d has not
[illegible] me. Could
[illegible] how to go
[illegible] ney. Please

1 [illegible] feet		
$179.48		
160.00	Bal	$19.48
189 26		189.26
20304		20304
		600
		417.78

June 30th [illegible] any reading
kindly advise me by return mail
yours Respectfully
[illegible]
[illegible] Oregon

Oregon
1927

ission
Oregon

regards to
ation on the
Gates is the
and last part of
ich I worked.
and has not
e me. Could
know to go
rey. Please

advise me as how to
go about it so I could
get my money.
Please find statement as
follows.

For the Month of May 1927
$4.00 per day $108.00
Conservation 26
$107.74

For Month of June 1927
$4.00 per day $112.00
Conservation 26
111.74

on July 6-7 1½ day $4.00 per 6.00
$225.48

Mrs Clerk of

1 1000 feet
$179.48
160.00 Bal $19.48
189 26 189.26
203 04 203.04
6.00 6.00
417.78

June 30 at on day scaling
Kindly advise me by return mail
your Respectfully
W Reavis
Winchester Bay Oregon

Salem Oregon

Dear Sir

I have made many trips to
woods & have cut some as per tallies on the
Roosevelt highway Mr E. H. Gates is the
original contractor. He has sub let part of
it to Mr S. Rozelle. In which I worked.
Mr Rozelle has left here and has not
paid me the wages due me. Could
you kindly advise me how to get
about in getting my money. Please
find statement as follows.

Cutting logs at 40¢ per M feet				
April	448768 feet	$179.48		
"	cash	160.00	Bal	$19.48
May	473170 "	189.26		189.26
June	507616 "	203.04		203.04
June 30th overlay reading		6.00		6.00
				417.78

Kindly advise me by return mail

Yours Respectfully
W Edwards
Wenatchee Bar Oregon

Winchester Bay Ore
July 14, 1927

Sec, State Highway Comm,
Salem Ore

Dear Sir

I have been working on the state highway, For Roy Rogell, Rogell is a sub Contractor for Bates and now Rogell has went broke. And I would like to know what you could do for me to help me get my wages. I have the months of June a comming for wages. I have a statement for my time from Rogells Foreman, and I am going to send you a copy of it.

Matt Stonelake

Two of June 29 5 @ 6 00 #

171.25
26
Compensation $ 170,99

over (Foreman) → Harry J. Smith

I want to keep the original copy of the statement myself Louis Rozell has taken the books with him, Please let me know at once what I should do, I have seen Slater and he says he can't do nothing for me, Hoping to hear soon,

Yours Truly

Mrs A. Stonelake

Winchester Bay

Oregon

OREGON
STATE HIGHWAY

Reedsport
Oregon

July 17 1927

Dear Sir. I have been working on the state highway for Roy Rozel at winchester bay. he was Sub contractor from E.J gates. no one seems to have nothing to do with the pay roll its up to the state to Do something its about 15 of use on the Job I worked 25 days in may and 26½ days in June. and 4 days in July.

may 25 days $100.00
June 26½ days $106.00
July 4 days $20.00

in this I am respectfully
Ray Cox Winchester Bay

ster Bay Ore
July 17th. 27
mission

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Rozelle has
Gates and
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Mr John mcarthur
Reedsport
oregon

Secretar
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Winchester Bay Ore
July 17th. 27

Secretary of State Highway Commission

Dear Sir

I have been Working for Roy Rozelle on the Roosevelt High Way between Winchester Bay and Lakeside. Rozelle has been sub contracting from E & J Gates and has not paid me for two months Work Rozelle has gone broke and left here and We are not able two get ahold on him I have a Statement of my time from Rozelles foreman which I Will copy and send you, I Would be obliged if you could help me get this money in any Way some of the boys that Were Working here saw Gates to try to get their money of him and he said he could do nothing for them. Hoping that you Will be able to help me in this I am respectfully

Ray Cox Winchester Bay

This is a Statement of my time which is due me for the months of May and June

Mo of May 26 days at 6.00 156 00
Mo of June 25 days and 3 hours at 6.00 152 25
Total $308.25

[illegible]

I have worked for
A Angell for seventy
six days without
receiving any pay
any single cent so I
ten dollars per day
for what I have worked
Sixty Dollars only

my account is $ 1.52

W N Askham

Winchester Ky

#92

10 PE

PR# [illegible]

#922
ICPE
PIR#128B

July 10th,1937

Metropolitan Casualty Ins. Co. of N.Y.
Pacific Insurance Agency, Inc. Agents,
Henry Building,
Portland, Ore.

Gentlemen:

This is to advise you that we have today received a letter from Mr. Bob Prescott of Winchester Bay, Oregon, in which he states that he has a claim against H. L. Cohen for two months labor performed him in connection with his contract for the construction of the Winchester Bay-Reedsville section of the Roosevelt Coast Highway. The amount of the claim is not stated.

This information is given you as you appear as surety on the bond furnished by Mr. Cohen in this instance.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. R. Glaeyer,
Chief Clerk.

JS

July 18th, 1928

Mr. E. L. Oates,
Lakeside, Oregon.

Dear Sir:

This is to advise that we have today received a letter from Mr. Pat Prescott of Winchester Bay in which he states that he has a claim against you for two months labor performed for you in connection with your contract for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway. The amount of the claim is not stated.

Your early attention to this matter will be appreciated.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. R. Glaisyer,
Chief Clerk.

HRG:JS

July 18th,1927

Mr. Pat Prescott,
Winchester Bay, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 16th inst. in which you advise us of your claim against H. L. Gates, being for labor performed him in connection with his contract for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

In reply to the same will say that Mr. Gates furnished the state a surety bond which was for the purpose of protecting labor and material claims. The surety on this bond is the Metropolitan Casualty Insurance Company of N. Y., for whom the Pacific Insurance Agency are local agents, with offices in the Henry Building, Portland, Oregon.

We would suggest that you file notice of your claim with this surety company and if you do not secure satisfaction by so doing, you will still have recourse to action in the courts and should notice of your claim with the Secretary of State in accordance with Section 2991, Oregon Laws, mimeograph copy of which is enclosed for your convenience.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Claisyer,
Chief Clerk.

HBC:JS

#922 —
SEATTLE
TACOMA
10 PF
PR#128B

GENCY

BONDS

Winchester Bay Ore.

July 15, 1927

Oregon State Highway
commission.
Salem Oregon.
Dear Sirs: —
I have worked
two months and one day
clearing right of way ~~for~~
on the Roosevelt Highway
for the State contractors
and haven't had a pay
day, - and no likely hood
of one in the future, now
I would like to get this
money as I need it very
badly as my family are
in the Hospital. Please

July 13th
e of a claim
H. Rozell,
construction
f the Roose-
Your letter
the Metropolitan
asked to give

Yours very truly,

THE PACIFIC INSURANCE AGENCY, INC.

By:

Manager

C

NOTED

SPOKANE
PORTLAND

BROADWAY 1&00

SEATTLE
TACOMA

#122 —
10 I-F
PR#128B

THE
PACIFIC INSURANCE AGENCY
INCORPORATED

GENERAL INSURANCE • SURETY BONDS

501-3 HENRY BUILDING
PORTLAND, OREGON

July 15, 1927

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We acknowledge receipt of your letter of July 13th advising us that you have received notice of a claim of the Reedsport Meat Market against Roy H. Rosell, subcontractor under E. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway in Douglas County. Your letter has been referred to the local office of the Metropolitan Casualty Insurance Company whom we have asked to give this matter their attention.

Yours very truly,

THE PACIFIC INSURANCE AGENCY, INC.

By: [signature]
Manager

C

NOTED

PP-128B

July 15, 1927.

Mr. E. L. Gates,
Lakeside, Oregon.

Dear Sir:

Wish to inform you that we have today received a letter from the Reedsport Meat Market to the effect that they have a claim against Ray H. Rosell, a subcontractor under yourself in connection with your contract for the grading of the Winchester Bay-Lakeside Section. The amount of the claim is not stated, but it appears that it is for food products furnished Rosell for the boarding of men employed on this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG:MI

PR# 1283

July 15, 1927.

Metropolitan Casualty Insurance Co. of N. Y.,
Pacific Insurance Agency, Inc., Agents,
Henry Building,
Portland, Oregon.

Gentlemen:

This letter is to call your attention to the fact that we have received notice of a claim of the Readsport Meat Market against Ray H. Bozell, subcontractor under E. L. Gates for the construction of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway in Douglas County. The amount of the claim is not stated, but it appears that it is for foodstuffs furnished in connection with the boarding of men employed on this work.

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:HI

#92-2-108F

PR12FB

June 8th, 1927

Mr. E. L. Gates,
Lakeside, Oregon.

Dear Sir:

This is to inform you that we have today received from Mr. Fred H. Richter of Winchester Bay, Oregon, notice of his claim in the sum of $[illegible], being for groceries and supplies furnished Ray E. Bovell, subcontractor under yourself in connection with your contract for the grading of the Winchester Bay-Lakeside Section of the Roseburg-Coast Highway.

Your attention to this is respectfully requested.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. R. Glaisyer,
Chief Clerk.

HRG:JS

June 6th, 1927

Metropolitan Casualty & Surety Co. of N.Y.
The Pacific Insurance Agency, Inc. agents
Henry Building,
Portland, Oregon.

Gentlemen:

This is to advise you that we have today received from Fred L. Richter, Winchester Bay, Oregon, notice of his claim against Ray L. Brazille, subcontractor under R. L. Gates in connection with Mr. Gates' contract for the grading of the Winchester Bay-Reedsville Section of the Roosevelt Coast Highway, said claim being for groceries and supplies furnished Mr. Brazille in the sum of $[illegible].

This information is given you as you appear as surety on the bond furnished by Mr. Gates in this instance.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gladeyer,
Chief Clerk.

HBG:JS

June 8th, 1927

Mr. Fred H. Richter,
Winchester Bay, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 2nd inst. in which you advise us that you have furnished groceries and supplies to Roy H. Rosalia, subcontractor under R. L. Gates in connection with the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

We believe that the best course for you to pursue, providing you do not get satisfaction from Mr. Rosalia, is to follow the matter up through Mr. Gates and the surety on Mr. Gates' bond. This surety is the Metropolitan Casualty Surety Company of N.Y., the Pacific Insurance Agency, Inc., agents, with offices in the Henry Building, Portland, Oregon.

Should you fail to secure satisfaction in this manner then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State as provided by Section 2991, Oregon Laws, a mimeograph copy of which is enclosed.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS
Enc.

Highway Comm. Winchester Bay Ore.
Salem. Ore.

Dear Sirs:- I have been furnishing Roy H Rozelle sub. contractor under E L Gates groceries and supplies to the amount of $82.28 which is past due. In compliance with Chap. 24. Laws of 1923 I am notifying you also his bonding company the Monitor Union Indemnity Co. and Mr Gates. I recently suffered a severe loss by fire and what if anything you can do to help me secure this money would be appreciated.

Yours Truly
Fred H Richter

PIP128B

Lang & Co.

WHOLESALE GROCERS

April 13, 1927.

Lang & Co.
Wholesale Grocers
Portland, Oregon.

Apr. , 1927

Salem, Ore.

Gentlemen:

Attention: Mr. Hastings, Credit Dept.

Replying to your inquiry of the 11th inst. concerning the contract awarded to E. L. Gates, will say that this is contract No. 922, which is for the grading of the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway, 4.38 miles in length. This contract was awarded to Mr. Gates on September 28, 1926, and we expect that it will be completed on or before October 31, 1927.

The bond furnished by the contractor is in the sum of $83,131.35. The surety on the bond is The Metropolitan Casualty Insurance Co. of N. Y., The Pacific Insurance Agency, Inc. agents, with offices in the Henry Building, Portland, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claisyer,
Chief Clerk.

HBC:JS

CREDIT DEPARTMENT

Lang & Co.

WHOLESALE GROCERS

COFFEE ROASTERS MANUFACTURERS
TOBACCONISTS

Portland, Oregon

Apr. 11, 1927

RECEIVED
APR 12 1927
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Ore.

Gentlemen:-

We are advised by E.L.Gates of Lakeside, Ore. that he was awarded a contract for construction of a portion of the Roosevelt Highway between Lakeside and Winchester Bay. We desire to verify this report and would appreciate any information you could give us regarding the contract that might have been awarded to this party.

Thanking you in advance, we are

Yours truly,

Credit Dept.

CWH

+92

PP 128-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING,
PORTLAND, OREG.

March 9, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 128-B, Winchester Bay-Lakeside section of the Roosevelt Coast Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By R. Caufield
Assoc. Highway Engineer.

CC Mr. J. S. Sawyer.

Chapter 1223

Oregon Federal Aid Project No. 128, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 17, 1926, by the State Highway Commission of Oregon, and on December 9, 1926, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 128, Section B; and

WHEREAS, the said State Highway Commission has requested that the Federal funds approved and set aside to the credit of Section B of said project be increased from $2,000.00 to $109,733.38, which is less than 62.25 per cent of the total estimated cost approved for said Section B;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of one hundred nine thousand, seven hundred thirty-three and 38/100 dollars ($109,733.38) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 62.25 per cent of the total estimated cost thereof."

Article IV shall read:

CC Mr. J. S. Sawyer.

"Article IV. The United States pro rata share of the Cost of Section B of said project shall not in any event exceed (a) the said sum of one hundred nine thousand, seven hundred thirty-three and 38/100 dollars ($109,733.38), certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred eighty-two thousand, eight hundred eighty-eight and 97/100 dollars, the approved total estimated cost of Section B of said project, nor (b) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of January, 1927, and the Secretary of Agriculture on the 17th day of February, 1927.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

BY AUTHORITY OF HIGHWAY DEPARTMENT

TO EXECUTE AGREEMENT. SEE PROJECT NO. 112.

CC Mr. J. S. Sawyer.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 130+00 in the N.W. corner of Sec. 7, T. 23 S., R. 12 W., near Lakeside, and survey station 291+00 at the west end of Section A of said project at the east city limits of Winchester Bay,

locally known as the Roosevelt Coast Highway between Hebo and Coos Bay, Coos and Douglas Counties, and designated in the records of this Department as Section B of Project No. 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $182,068.97 in lieu of the $2,000.00 approved by Certificate of December 9, 1926, Section B of as the total estimated cost of said project, and the sum of $109,733.38/ as the share of the United Section B of States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 12th day of February one thousand nine hundred and twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4929

CC Mr. J. S. Lawyer.

PR128-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 11, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 128-B, Winchester Bay-Lakeside section of the Roosevelt Coast Highway. We encloss herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer,

By A. F. Morris
Assoc. Highway Engineer.

CC Mr. J. E. Sawyer.

Ag Pr 1223

Form P. R. 2

State Oregon

Project No. 120, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

CC Mr. J. S. Sawyer.

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of November, 1926

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 31st day of March, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 27th day of September, 1926, and approved by the Secretary on the 9th day of December, 1926; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of two thousand and 00/100

dollars ($2,000.00) as the share of the United States payable under said act on account of said Section B of project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

cc Mr. J. S. Sawyer.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) By the count..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 130+00 in the N.W. corner of Sec. 7, T. 23 S., R. 12 W., near Lakeside, and survey station 291+00 at the west end of Section A of said project at the east city limits of Winchester Bay.
..... terminal points, a distance of 6.919 miles, known locally as the Roosevelt Coast Highway between Nebo and Coos Bay, Coos and Douglas Counties, being Section B of Oregon Federal Aid Project No. 128.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

cc Mr. J. S. Sawyer.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary. except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) The Highway Department hereby agrees that when additional Federal aid funds are apportioned and made available to the State it will request such an increase in the amount of Federal aid hereby allotted to this project as will make the Federal pro rata share a substantial percentage of the total cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of said project shall not in any event exceed (*a*) the said sum of Section B of two thousand and 00/100

dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of one hundred eighty-two thousand, eight hundred eighty-eight and 97/100

Section B of

dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications. Section B of

CC Mr. J. S. Sawyer.

wit the of

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State ..... of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of Aug. 7, 1917, Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....
funds and probable amount annually available)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 9th day of December, 1926

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By W. L. Luby
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] P. M. Dunlap
ACTING Secretary of Agriculture.

HIGHWAY DEPARTMENT
PROJECT NO. 1/12
*EXECUTE AGREEMENTS SEE PAGE 1 FOR DATE

OC Mr. J. S. Sawyer.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 130+00 in the N.W. corner of Sec. 7, T. 23 S., R. 12 W., near Lakeside, and survey station 291+00 at the west end of Section A of said project at the east city limits of Winchester Bay,

locally known as the Roosevelt Coast Highway between

[illegible] and Coos Bay, Coos and Douglas Counties, and

Section B of

designated in the records of this Department as Project No. 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 182,888.27

Section B of

the total estimated cost of said project, and the sum of $ 2,000.00 as the share of the United

Section B of

States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 9th day of December

[illegible] and nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

ACTING Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 3—4839

CC Mr. J. S. Sawyer.

Form 39—29449—2 M—10-25.

PR 128 B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ~~Oct~~ Nov 6 1926

Job Name Winchester Bay - Tahkenitch Grading

Highway Roseburg to Coast

County Douglas Job Prefix 16 PF

Week from Oct 31 to Nov 6

Mail Address Winchester Bay

Telegraph or Telephone Address " "

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started grading Sat Oct 30 Sta 165 - 180 in Coos County

Schaumloffel & Baker, sub contractors, building road to & setting up camp for work at Sta 101 to 127 in Douglas County near Clear Lake

RECEIVED
NOV 9 1926
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed P. P. Whitmore

Title Res Engr

CC Mr. J. S. Sawyer.

PR 1283

GRADING CONSTRUCTION

Total miles of grading on project 4.92

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0.3

Miles cross-sectioned 0.4

Miles cross-sections completed and checked 0

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week 40 men,

16 teams, steam shovels

Grading work will be completed about Oct 31 1927

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

SURVEYS

Total mileage at section to be surveyed 0

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10 P F Percentage 100

Other jobs Percentage

Other jobs Percentage

Other jobs Percentage

CC Mr. J. S. Lawyer.

PR 128 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

October 16, 1926.

RECEIVED
OCT 18 1926
STATE ... OREGON

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Attention - Mr. Probert

Referring to your letter of October 7th in regard to alignment of the Coos County Section of Oregon 128-B.

Upon receipt of your letter we have made further investigation as to the survey and location of this section. We find that this particular location was made by the State before the project was taken over by the Bureau as a Forest Highway Project. Before any grading had been done it was decided to include this section in the Federal Aid Project. For this reason the Bureau had not made any revision of the plans which were returned to your office for use in preparation of Federal Aid plans.

This is a matter of no very great importance one way or another, and we realize that your engineers will make such revisions as may be found to be desirable and feasible; but we wish to correct any erroneous impression which may exist in your mind as to the source of the data sent to you from this office.

We are returning under separate cover the detail plans of the section constructed as a Forest Highway. These plans were overlooked when the other data were returned to your office.

Very truly yours,

C.H. PURCELL
District Engineer

By A.F. Morris
Acting.

CC Mr. J. S. Sawyer.

FN 128-13

October 7, 1926.

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Reference is made to your letter of the 1st inst., relative to the Winchester Bay-Lakeside Section, Oregon Federal Aid Project No. 128-B.

Mr. Sawyer discussed the matter over the telephone with your office and has requested that we advise you by letter as follows:

The questions raised in your letter as to the improvements which might be made will be carefully investigated in the field and such reasonable changes as are possible without excessive additional expense, will be made. Plans for the section south of the Coos County Line were taken directly from the location made by the Federal Government for the forest road project. At the time of making these plans, no revisions to the surveys had been made, nor have they been made to date. Inasmuch as the section was located by the Federal Government as a standard highway, we assumed that the alignment and grades would be satisfactory.

We are enclosing herewith six copies of an estimate as basis for project agreement. It will be noted that only $2,000 in federal aid has been requested. It is our intention to request the full permissible federal aid on the project when further funds become available.

With reference to the discrepancy in mileage mentioned in your letter, we have had our figures rechecked by the Drafting Department, and they arrived at the same mileage as is shown on the plans, 6.919 miles. For your information in making further check, we are enclosing herewith a statement showing the different equations on the project. Please advise if you discover any discrepancy in these figures.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dist by J. W. DeSousa/AP

CC Mr. J. S. Sawyer.

Oregon State Highway Department — Project No. 128-B

WINCHESTER BAY-LAKESIDE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, October 5, 1926.

All Required	Clearing and Grubbing		$23,700.00
96,500 cu.yds	Sand Excavation	.32	30,880.00
185,000 cu.yds	Common Excavation	.36	66,600.00
55,500 cu.yds	Other Excavation	.55	30,525.00
200,000 yd.sta	Overhaul	.04	8,000.00
250 lin.ft	12" Concrete Pipe	1.15	287.50
1,750 lin.ft	18" Concrete Pipe	2.50	4,375.00
1,100 lin.ft	24" Concrete Pipe	3.40	3,740.00
40 lin.ft	36" Concrete Pipe	6.38	255.20
64 cu.yds	Class "B" Concrete	23.00	1,472.00
31 M-FBM	Lumber and Timber	50.00	1,550.00

Bridge over 20' Span. Station 60

19 M-FBM	Lumber and Timber	50.00	250.00
24 cu.yds	Class "B" Concrete	25.00	598.00

Bridge over 20' Span. Station 272

63 M-FBM	Lumber and Timber	50.00	3,150.00
2,000 lin.ft	Timber Piling	.85	1,700.00
		Sub-total	$166,262.70
		10% Engr. & Cont.	16,626.27
		Total	$182,888.97

Length of Project - 6.919 Miles
Cost per Mile, including 20' Bridges - $26,432.85
Cost per Mile, excluding 20' Bridges - $25,415.69

State Funds Available	$ 180,888.97
Federal Aid Requested	2,000.00
	$ 182,888.97

State Funds for Const - Chapter 175, Laws 1917; Chapter 31, Laws 1929.

State Funds for Maint - Res. August 17, 1917; Chapter 237, Laws 1917.

UNITED S[illegible] DEPARTMENT OF AGRICU[illegible]

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

October 1, 1926.

128 B

RECEIVED
OCT 1926

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are returning to you under separate cover original cross-sections for Oregon Federal Aid Project 128-A.

In checking these cross-sections against the profile as shown on the plans it appears that revisions have been made which do not appear on the submitted plans. This is particularly true of the line north of Station 140 in Douglas County.

The plans show some poor alignment between Stations 194 and 204, but the cross-sections indicate that changes have been made, which may have greatly improved the original line.

A study of the plans and cross-sections indicate the desirability of other revisions further South, particularly at Station 188 in Coos County, and it may be that field revisions have actually been made. If so, we should have corrected plans showing the line as finally revised.

We will not submit the plans already submitted until we hear from you.

We do not quite check the length shown in the preliminary estimate which you have submitted. According to our check of the plans the length is 6.916 miles.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

October 1, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are returning to you under separate cover original cross-sections for Oregon Federal Aid Project 128-A.

In checking these cross-sections and not the profile as shown on the plans it appears that revisions have been made which do not appear on the submitted plans. This is particularly true of the line north of Station 140 in Douglas County.

The plans show some poor alignment between Stations 194 and 204, but the cross-sections indicate that changes have been made, which may have greatly improved the original line.

A study of the plans and cross-sections indicate the desirability of other revisions further South, particularly at Station 188 in Coos County, and it may be that field revisions have actually been made. If so, we should have corrected plans showing the line as finally revised.

We will not submit the plans already submitted until we hear from you.

We do not quite check the length shown in the preliminary estimate which you have submitted. According to our check of the plans the length is 6.916 miles.

Very truly yours,

C. H. PURDELL
District Engineer

By A J Morris
Acting.

September 24, 1926.

PR 128-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

We are today sending to you under separate cover four blue print sets of plans and one original set of cross-sections covering the Winchester Bay-Lakeside Section, Oregon Project 128-B. Four sets of special provisions covering the grading of the sections and six copies of estimate are enclosed herewith.

Bids on this project are to be received on the 22th of the present month.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza/AP

Oregon State Highway Department — Project No. 129-B

WINCHESTER BAY-LAKESIDE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS AND COOS COUNTIES

Salem, Oregon, September 22, 1926.

All Required		Clearing and Grubbing		$25,000.00
96,500	cu.yds	Sand Excavation	.25	24,125.00
155,000	cu.yds	Common Excavation	.35	55,250.00
55,500	cu.yds	Other excavation	.70	38,850.00
280,000	yd.sta.	Overhaul	.04	8,000.00
250	lin.ft	12" Concrete Pipe	1.50	375.00
1,750	lin.ft	18" Concrete Pipe	2.50	4,375.00
1,100	lin.ft	24" Concrete Pipe	3.50	3,850.00
40	lin.ft	36" Concrete Pipe	5.00	200.00
64	cu.yds	Class "B" Concrete	25.00	1,600.00
31	M-FBM	Lumber and Timber	40.00	1,240.00

Bridge over 20 feet Span, Station 90:

19	M-FBM	Lumber and Timber	40.00	760.00
26	cu.yds	Class "B" Concrete	25.00	650.00

Bridge over 20 feet Span, Station 278:

63	M-FBM	Lumber and Timber	40.00	2,520.00
2,000	lin.ft	Timber Piling	1.00	2,000.00
			Sub-total	$ 167,095.00
Length of Project 6.919			10% Engr. & Cont.	16,709.50
Cost per mile, including 20' Bridges $28,565.18			Total	$ 183,804.50
Cost per mile, excluding 20' Bridges $25,822.41				

State Funds Available - $ 181,804.50

Federal Aid Requested - 2,000.00

$ 183,804.50

State Funds for Constr. - Chapter 175, Laws 1917; Chapter 81, Laws 1920.

" " " Maintenance - Res. Aug. 17, 1917; Chapter 257, Laws 1917.

PR# 128-B

September 21, 1926.

McGeorge Gravel Company,
Marshfield, Oregon.

Gentlemen:

In compliance with the request in your letter of September 18, we are enclosing herewith a copy of the specifications to be met by culvert pipe to be used on the Winchester Bay-Lakeside Section of the Roosevelt Coast Highway.

The quantities of culvert pipe involved in this project are as follows:

12-inch	250 feet
18-inch	1750 feet
24-inch	1100 feet
36-inch	40 feet.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP
Encl.

McGEORGE GRAVEL COMPANY

MANUFACTURERS OF

CONCRETE PRODUCTS

MARSHFIELD, OREGON. Sept. 18, 1926.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:

ALL CONTRACTS, SALES AND DELIVERIES ARE CONTINGENT UPON DELAYS FROM FIRE, STRIKES, ACCIDENTS, CARRIERS AND OTHER CONDITIONS BEYOND OUR CONTROL

Kindly advise the Concrete Culvert Pipe specifications for the grading on the Roosevelt Highway between Winchester Bay and the Coos County line on which we understand bids will be received Sept. 28th.

Trusting you can get this information to us by return mail and thanking you for same, we are

Yours truly,

McGEORGE GRAVEL COMPANY

By: Lewis McGeorge

12" 250
18 1,750
24 1,100
40
36

September 20, 1926. PR 128-B

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

We are today sending to you under separate cover four blue print sets of plans and one original set of cross-sections covering the Winchester Bay-Lakeside Section, Oregon Project 128-B. Four sets of special provisions covering the grading of the section are enclosed herewith.

An estimate of cost to accompany these plans is being secured from the field, and will be forwarded to you as soon as received.

Bids on this project are to be received on the 28th of the present month.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/P

CONTRACT #925,

SEE:

CONTRACT 766,

130

923 SEE: Contract 7

CONTRACT #925,

PR 113-B Pistol River Bridge 1926-1928

925

PR 113-B Pistol River Bridge 1926-1928

925

PR 113B

October 10, 1928

Aetna Casualty & Surety Company,
Eaton, Kinsey and Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. Carl V. Mauks.

Replying to your inquiry of the 9th inst. concerning contract No. 925 awarded to C. J. Hamburg Company for construction of the Pistol River Bridge, with to say that we have knowledge of the following claim:

Meeker Steel Company, amount not stated,

Maloney Estate Company, in the sum of $436.45,

Lester Lumber, in the sum of $438.81.

As to whether or not these claim have been paid we are not advised.

The project was completed November 10, 1927. Final payment was made on June 15, 1928. Our records show that you were notified when this final payment was to be made.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. D. Chaisyer
Chief Clerk

HDC:JS

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.,

Oct. 9, 1928

Oregon State Highway Commission
State House
Salem, Oregon

Att'n: H. B. Glaisyer, Chief Clerk

Re: Project No. 925 - C. J. Montag Co.
Construction of bridge over Pistol River.

Gentlemen:

From the last information available in our file it appears that the following claims were outstanding against the above contract: Meader Steel Products Company, amount unknown, and the Macleay Estate Company in the amount of $436.43.

Will you kindly advise whether your records show that these claims have been settled and whether or not there have been any claims in addition to the ones above enumerated filed against this contract?

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mauty

CVM/d

9-6-27 – Meader Steel Co — unsettled
10-17-27 – Lester Lawson — "
11-3-27 – Macleay Estate Co — 436.43 – supplies
2-17-28 – filed claim Duty & Hall — 432.21
paid, complete & finally closed
unsettled 7-18-1928
" June 15, 1928

Complete 11/10/27

PR 113B

August 30, 1928

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. Carl V. Hantz.

Replying to yours of the 28th inst. concerning outstanding claims against C. J. Montag in connection with his contract for the construction of the Pistol River Bridge, wish to say that we have knowledge of the following claims:

Meader Steel Products Co. filed Sept. 6, 1927, amount not stated,
Mackey Estate Co., claim filed Dec. 3, 1927, in the amount of $456.45,
Lester Sawyer, filed Feb. 17, 1928, in the amount of $432.21.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

Contract No. 925 - C. J. Montag Co. - Bridge over Pistol River - Curry County.

9- 6- 27 Advise from Meader Steel Products Co. stating that they had received only small payment on their account, amount of balance not stated.
12-3- 27 Claim Macleay Estate Co. amt. $436.43 for material furnished.
2- 17-28 Claim Lester Sauers amt. $432.21 for material furnished - filed thru Sec. of Stat

We have never been advised regarding any of the above claims.

Salem, Oregon

Attention: Mr. H. B. Glaisyer, Chief Clerk

In Re: C. J. Montag Contract # 926 --Construction of Bridge over Pistol River

Dear Sir:

Will you kindly advise this office whether there are any outstanding claims against the contractor on the above job.

Thanking you for this information, I am

Yours very truly,
George A. Mercer, Adjuster
by Carl J. Mantz

CVM vt

ANSWERED
H. B. G.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT
MORGAN B. BRAINARD, PRESIDENT

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.,

RECEIVED
AUG 29 1928
OREGON
STATE HIGHWAY COMMISSION

August 28, 1928

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Chief Clerk

In Re: C. J. Montag Contract # 926 --Construction of Bridge over Pistol River

Dear Sir:

Will you kindly advise this office whether there are any outstanding claims against the contractor on the above job.

Thanking you for this information, I am

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mantz

CVM vt

ANSWERED
H. B. G.

P19 1:313

June 13, 1928

The Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon

Attention: Mr. Carl V. Mentz

Gentlemen:

Replying to your inquiry of the 12th instant concerning the contract awarded to the C. J. Montag Company for the construction of a bridge over the Pistol River on the Roosevelt Coast Highway in Curry County, wish to say that this work was completed and accepted by the State Highway Commission on January 25, 1928. Final payment was made on February 18, 1928, warrant being mailed to the Bank of Bandon, to whom it had been assigned with your consent.

Our records show the following claims against the contract: Meader Steel Products Company, filed September 6, 1927, amount not stated. Macleay Estate Company, supplies furnished in the sum of $436.43, filed December 3, 1927. Lester Somers, claim in the sum of $432.21 for materials furnished, filed February 2, 1928. These claims may have been satisfied by the C. J. Montag Company but we have not received notice to that effect.

The contract number of this project is no. 925 instead of 926 mentioned in your letter.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

RBG:S

#925

...NCE COMPANY
...ETY AND SURETY COMPANY
...OBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

...EARSON
...RAL AGENTS
...YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE..

June 12, 1928

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

In Re: Contract #926 C. J. Montag Company

Dear Sir:

This Company was Surety for the C. J. Montag Company for the contract for the construction of a bridge over Crook Creek Pistol River at Station 716, 732 and 724 of the Myers Creek Pistol River Section of the Roosevelt-Coast Highway in Curry County.

We would like to know the date of the completion and acceptance of the contract and ~~if~~ are there any accounts outstanding against this contract.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mautz

CVM vt

Contract No. 925 - Pistol River Bridge - Curry County.

Was completed on Jan, 25th, 1928 -
Surety was advised of final payment on Feb 18th, 1928 and consented to same being made on Feb, 13th, 1928.
Claims against contract are as follows:
Sept, 6, 1927 - Meader Steel Products Co advise that they have claim, amt. not stated.
Dec, 3rd, 1927- Macleay Estate Co. claim in amount $436.43 for supplies furnished.
Feb, 2nd, 1928- Lester Sauers claim in amt. $432.21 for material filed thru Sec. of State.

mailed to Carl V Mautz Feb 18 mailed

ANSWERED
H. B. G.

FORM 2-2-1 5-0057 500 11-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

February 20, 1928

PP 113B

NOTED
State Highway Engineer

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

You asked me for an explanation of the over-run on the Pistol River Bridge contract in response to which I have the following to submit:

Item 1 - EXCAVATION: This item over-ran about $200.00 or less than 10% and it is probably as close as could be expected.

Item 2 - EXC. BELOW ELEVATION SHOWN: This item over-ran $1392.00, owing to the fact that we found it necessary to go deeper with the main piers than we had originally contemplated.

Item 3 - FOUNDATION PILING: This item under-ran $131.00

Item 4 - CLASS "B" CONCRETE: This item ran within $92.00 of the estimate, which is very close.

Item 5 - CEDAR PILING: This item ran within $10.00 of the estimate, which is also very close.

Item 6 - CEDAR LUMBER: This item under-ran $300.00.

Item 7 - TRESTLE SUPERSTRUCTURE: This item over-ran only $70.00.

Item 8 - CLASS "A" CONCRETE: This item over-ran $3,326.00. This is the bulk of the over-run and results from the fact that we originally contemplated pouring foundations in the dry, but later found that it was impossible to pump and had to adopt a concrete seal. This is something which frequently happens and we have always felt that it is better business to leave out a seal and add it later rather than to show a seal and later cut it out, as the contractors always feel that in the latter case, they should be entitled to an adjustment.

Item 9 - CLASS "D" CONCRETE: This over-ran $178.00, which was due to adding a 3/4" wearing surface after the contract was let.

Item 10 - REINFORCING: This item under-ran $83.00

Item 11 - STRUCTURAL STEEL: This item over-ran $2,235.00. This was simply an error in estimating the weight of the truss. After the contract was let and the shop drawings had been prepared and submitted for approval, we made a detailed check and found that the trusses would weigh much more than we had extimated. This is a thing which should not happen, but it does happen once in a while. We are working up cost and quantity curves for all or our construction types as fast as we can each year and are getting to a point where we estimate more closely, but in the case of a new truss span (one of a different span length or roadway than we have used before) we have to figure the main members and add a certain percentage for details and once in a while we make a poor guess. We pay for the structure on a pound price basis from actual scale weights and later on we are able to check the weights very closely from the approved shop drawings. In this particular case, the scale weight and the shop drawings check very closely, so that we were assured that no mistake was made in the shops in weighing out the steel.

Very truly yours,

Bridge Engineer.

CBMcC:P

#925
Curry Co.

PR 113B

February 16th, 1928

G. S. Hosley Company,
501 Worcester Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of Lester Sawyer in the sum of $452.25, being for material furnished you in connection with your contract for the construction of bridges on the Myers Creek-Chetco River Section of the Roosevelt Coast Highway in Curry County.

Please give this matter your early attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleiser,
Chief Clerk.

HBG:JB

February 16th, 1928

Hon. Sam A. Kozer,
Secretary of State,
Building.

Dear Sir:

Attention: M. J. Shea.

This is to acknowledge receipt of yours of the 14th inst. enclosing three copies of notice of claim of Lester Sowers in the sum of $432.21 against C. J. McCabe Company, being for materials furnished this company in connection with their contract for the construction of bridges on the Myers Creek-Pistol River Section of the Roosevelt Coast Highway in Curry County.

Please be advised that we are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Chaimyer,
Chief Clerk.

HBC:JS

February 18th, 1928

Aetna Casualty & Surety Co.
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find copy of notice of claim of Lester Sumers in the sum of $638.21 against C. J. Montag Company for material furnished this company in connection with their contract for the construction of bridge on the Myers Creek-Chetco River Section of the Roosevelt Coast Highway in Curry County.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by the C. J. Montag Company in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

February 14, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from W. U. Douglas, Atty., First National Bank Bldg., Marshfield, Oregon, and filed as of the 11th inst., a notice of claim by Lester Sauers for material in the sum of $432.21 against the bond taken from C. J. Montag Company as principal, and the Aetna Casualty and Surety Company, as surety, for the work of building and constructing a bridge over Crooked Creek, Pistol River and an un-named stream at Stations 716, 732 and 724 of the Myers Creek-Pistol River Section of the Roosevelt Coast Highway in Curry County.

201 Worcester Co

We are enclosing a copy of this notice for your information and files, togetner with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Lester Sauers, has a claim for material consisting of sawed cedar lumber and timber and sawed fir lumber and timber, and cedar and fir piling of the total reasonable and agreed value of $5231.21 on which there has been paid the total sum of $4799.00, and upon which there is owing a balance in the sum of $432.21 against the bond taken from C. J. Montag Company as principal and the Aetna Casualty and Surety Company, a corporation, of Hartford, Connecticut, as surety, for the work of building and construsting a bridge over Crooked Creek, Pistol River and an un-named stream at Stations 716, 732 and 724 of the Myers Creek-Pistol River section of the Roosevelt Coast Highway in Curry County, Oregon.

Dated this 5th day of Nov. 1927.

LESTER SAUERS

ENDORSED:
File No. 724.
Filed: February 11, 1928, Sam A. Kozer, Secretary of State.

#925
Curry Co
PR 113 B

February 9, 1928

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 925 for the construction of a bridge over Pistol River on the Roosevelt-Coast Highway in Curry County has been completed by the contractors, C. J. Montag Company and that final settlement will be made by the State with said contractors for work done under said contract on or after February 18th, 1928.

The following claims are on file in this office against this contract: Meader Steel Products Company advised on Sept. 9th, 1927 that they had claim, amount was not stated. Lester Sawers advised on October 17th, 1927 that he had claim for material, amount was not stated. Hanley Estate Company advised on Dec, 3rd, 1927 that they had claim in amount $436.43 for supplies.

Your attention is also called to the fact that this final payment in amount $1,651.33 is assigned to the Bank of Bandon, Bandon, Oregon. The total amount paid the contractors on this contract including the final payment will be $55,067.65 of which amount $91.04 was for force account work.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#925
Curry Co
PR# 113B

January 5, 1927

Aetna Casualty & Surety Company,
Yeon Building,
c/o Bates Lively & Pearson, Agents,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to C. J. Montag Company on contract No. 125 for the construction of a bridge over Pistol River on the Roosevelt Coast Highway in Curry County.

For your information this payment which is estimate No. 8 in amount $6,582.59 has an assignment attached in favor of the Bank of Bandon, Bandon, Oregon, and will not be released until we have your written consent to such an assignment.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#925 - Curry Co
PR 113 B

December 31, 1927

Bank of Bandon,
Bandon, Oregon

Attention: Archie H. Rosa
Cashier

Gentlemen:

We acknowledge receipt of your letter of the 29th instant enclosing semi-final estimate of C. J. Montag Company in the sum of $6582.59 in connection with contract no. 925 for the construction of the bridge over the Pistol River on the Roosevelt Coast Highway in Curry County. Also enclosed in your letter was the assignment of this payment to the Bank of Bandon, duly executed by the C. J. Montag Company.

In conformance with the policy of this department, it will be necessary for us to have the written consent of the Surety on the bond furnished by Mr. Montag in connection with this job before we can honor the assignment. Will you therefore take the matter up with Mr. Montag and ask him to secure for us such written approval. We will be pleased to honor the assignment upon receipt of this approval and payment will be made direct to you in conformance with the terms of the assignment.

Should the Surety Company decline to give its consent to the assignment then we will, of necessity, have to mail the warrant to the C. J. Montag Company. With Mr. Montag's consent, the warrant could be mailed to him in care of your bank and the distribution of the funds could be made at the time that you received the payment.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

Bank of Bandon

Bandon, Oregon,
Dec. 29th, 1927.

Roy A. Klein.
State Highway Engineer.
Salem Oregon.
Dear Sir:-

We enclose herewith semi final estimate of C.J. Montag Co. from State Highway Fund in the amount of $6582.59 for contract No. 925-8 together with assignment of this claim to this Bank, Kindly acknowledge receipt of this assignment and send us your warrant when same is in order.

For your information we have today wired to the Virginia Bridge and Iron Works at Roanoke Va. the sum of $2607.00, which amount Mr. Montag informs us is the balance due them.

Yours very truly,
Archie H. Cora
Cashier.

AHR:a.
Encl;2.

31 d

According to our records, this contract has been completed. However, final payment has not as yet been made. The field notes are at the present time being checked and, as soon as this is complete, final payment will be expedited.

For your information, wish to say that our records show that we have a retained percentage of $1045.50 which is considerably more than the amount of your claim.

In connection with all State Highway contracts the successful bidder is required to furnish the state a surety bond for the protection of labor and material claims and all just debts, dues and demands. Such a bond was furnished by the C. J. Montag Company in connection with this contract. If you think it advisable it might be well to file notice of your claim with the surety on this bond. This surety is the Aetna Casualty and Surety Company, for whom Bates, Lively and Pearson are agents, with offices in the Yeon Building, Portland. Should you fail to secure satisfaction from Mr. Montag or this surety, then we would suggest that you file notice of your claim with the Secretary of State, as required by law.

#925
Curry Co
PR 193B

December 3, 1927

Macleay Estate Company,
228 U. S. National Bank Bldg.,
Portland, Oregon

Attention: Mr. Roderick L. Macleay, Pres.

Gentlemen:

We have your letter of the 2nd instant regarding your claim against the C. J. Montag Company for materials furnished to them in connection with their contract for the construction of the bridge over Pistol River on the Roosevelt Coast Highway in Curry County.

According to our records, this contract has been completed. However, final payment has not as yet been made. The field notes are at the present time being checked and, as soon as this is complete, final payment will be expedited.

For your information, wish to say that our records show that we have a retained percentage of $1045.50 which is considerably more than the amount of your claim.

In connection with all State Highway contracts the successful bidder is required to furnish the state a surety bond for the protection of labor and material claims and all just debts, dues and demands. Such a bond was furnished by the C. J. Montag Company in connection with this contract. If you think it advisable it might be well to file notice of your claim with the surety on this bond. This surety is the Aetna Casualty and Surety Company, for whom Bates, Lively and Pearson are agents, with offices in the Yeon Building, Portland. Should you fail to secure satisfaction from Mr. Montag or this surety, then we would suggest that you file notice of your claim with the Secretary of State, as required by law.

We wish to call your attention to the fact that the C. J. Montag Company have another bridge contract under way at the present time for the State Highway Commission in Curry County. This is for the construction of the bridge over Hunters Creek. We anticipate this will not be completed until about the first of March.

Mr. Montag has done considerable work for this department during the last few years and we have found him to be a reliable contractor. In no instance have we found him to be a man that leaves his job without paying his bills. We do not believe that you will have any difficulty in securing the settlement of your claim.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:S

H. B. Glaisyer
Chief Clerk

#925-
Curry

MACLEAY ESTATE COMPANY

228 U.S. NATIONAL BANK BUILDING
SIXTH AND STARK STREETS
PORTLAND, OREGON

Dec. 2, 1927.

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:-

We understand you are about to settle up with the C. J. Montag Company for the Pistol River contract in Curry County, Oregon.

We are advised by our office at Wedderburn, Oregon, that this company, as of October 31st, is indebted to us for material furnished on this job and on account of this job in the sum of $436.43, being $161.83 at our Wedderburn, Oregon, store and $274.60 at our Gold Beach, Oregon, store.

We understand that the law provides that the Commission withholds final payments to contractors until bills, such as these, are settled.

We are

Yours very truly,

MACLEAY ESTATE COMPANY,

By Roderick L. Macleay
President.

RLM-B

Paid to 9/20-10th - $5,924.50
Retained - $1045.50
Completed and final but item not checked. Br. Lyt does not know what amount will be paid on final.

October 27th, 1927.

C. J. Hantag Company,
208 Worcester Co.
Portland, Oregon.

Gentlemen:

Your request for an extension of time on contract No. 325, for the construction of the Pistol River Bridge, Roosevelt Coast Highway, was considered at the September meeting of the Highway Commission and the following action taken:

"C. J. Hantag Company, contract No. 325, Pistol River Bridge, Roosevelt Highway, Curry County, requested an extension of time to September 30, 1927. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission."

Very truly yours,

JB

State Highway Engineer.

#925
Curry Co

LAW OFFICE OF
W. U. DOUGLAS
ROOM 24
FIRST NATIONAL BANK BUILDING
MARSHFIELD, OREGON

W. U. DOUGLAS
D. E. DOUGLAS

PR#113E

October 15, 1927.

Mr. Roy A. Kline,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Kline:

Enclosed I send you the affidavit of Lester Sauers covering copy of the contract to C. J. Montag & Company with reference to the Pistol River Bridge on the Roosevelt Coast Highway, in Curry County.

I thank you very much for your courtesy.

Yours truly,

W.U.DOUGLAS

D/S

STATE OF OREGON)
) SS
COUNTY OF COOS)

I, Lester Sauers, being first duly sworn, depose and say:

That I hereby make application for a certified copy of the contract and bond of the C.J. Montag Company for the construction of the bridge on Pistol River on the Roosevelt Coast Highway in Curry County, Oregon, for the reason that said contracting company is indebted to me on two causes of action in the sum of several hundred dollars for material contracted for to be used and used in the construction of said bridge, and the same has not been paid, and I desire the use of a copy of said contract and bond as evidence in Court.

Lester Sauers

Subscribed and sworn to before me this 15 day of October, 1927.

W W Douglas
Notary Public for Oregon

My commission expires

Jun 12-1931

#84N
Or
19-4
PR 1313

September 30, 1927.

Mr. W. U. Douglas
First National Bank Bldg.
Marshfield, Oregon

Dear Sir:

In response to your request of the 29th inst. we are mailing to you herewith certified copy of the contract awarded to C. J. Hastey Company for the construction of the bridge over Pistol River on the Roosevelt-Coast Highway in Curry County. The bond is made a part of the contract.

The state law provides that in order to secure a certified copy of the contract an affidavit must be filed with the state by the claimant. Due to the fact that we presume you are in a hurry for this copy we are mailing it to you prior to the receipt of this affidavit. Will you kindly favor us with such affidavit to complete our files?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer-Chief Clerk.

HBG/JE

LAW OFFICE OF
W. U. DOUGLAS
ROOM 24
FIRST NATIONAL BANK BUILDING
MARSHFIELD, OREGON

W. U. DOUGLAS
D. E. DOUGLAS

September 29,1927

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem,Oregon.

Dear Sir:

Will you kindly furnish me with a copy of the C. J. Montag Company bond on the Pistol River bridge contract, as I am about to commence an action against the contractor for lumber furnished by the Denmark Saw Mill, and I desire to include the bonding company therein as well. Whatever the costs of preparing the copy of the bond are, I will gladly remit upon receipt of the bill.

Yours truly,

D/S

W.U.DOUGLAS

RECEIVED
SEP 30 1927
OREGON
STATE

ANSWERED
H. B. G.

#925
Curry Co
PR#113B

September 17, 1927.

C. J. Montag Company,
201 Worcester Building,
Portland, Oregon.

Gentlemen:

Please be advised that the time limit on your contract No. 925 for the construction of a bridge over Pistol River on the Roosevelt Coast Highway in Curry County expired on August 31st, 1927.

Kindly make immediate application for further extension of time on this contract so that it will not be necessary to hold up the payment of your estimates. Your application must be accompanied by the written endorsement of your surety on the bond.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#425

Curry Co

PR #113B

THE MAEDER STEEL PRODUCTS CO.

STEEL SPECIALTIES FOR BUILDING

September 7,1927

The Maeder Steel Products Co.,
617 Vaughn Street,
Portland, Oregon.

Attention A. W. Maeder

Gentlemen:

Replying to your inquiry of the 3d inst. concerning payments to C. J. Montag Company in connection with their contract for the construction of the Pistol River Bridge in Curry County, wish to say that we have not yet made final payment on this work. Last records available, dated August 10th, indicate the work is practically 90% completed at this time. We have a retained percentage of $4000. They have approximately $7000 or $8000 worth of work yet to do to complete the original contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Claisyer
Chief Clerk

HBC:L

#925

MAEDER STEEL PRODUCTS CO.

STEEL SPECIALTIES FOR BUILDING

DEFORMED REINFORCING STEEL
BARS CUT, BENT AND TAGGED
DIAMOND EXPANDED METAL LATH
JOIST HANGERS and POST CAPS
STEEL FORMS

WAREHOUSE - 10TH AND WILSON STS.
OFFICE - 617 VAUGHN ST.
PHONE - BD'WY 1023
MEMBER BUILDERS EXCHANGE

STEEL WINDOW SASH—PARTITIONS
STEEL ROLLING DOORS, SLAT OR
SOLID CURTAIN TYPES
FABRICATED STRUCTURAL STEEL
WELDED WIRE FABRIC

PORTLAND, OREGON.

Sept. 3,1927

Oregon State Highway Commission

Salem Ore.

ALL AGREEMENTS CONTINGENT UPON FIRES, STRIKES, ACCIDENTS, DELAYS OR CONDITIONS UNAVOIDABLE OR BEYOND OUR CONTROL

Attention of Mr. Roy Klein, Secy.

Gentlemen,

We would like very much to know if the Pistol Bridge contract by C.J.Montag Co has been completed and if so when they expect to receive their final estimate.

We wish this information for the reason that we have received only one small payment on our reinforcing steel contract, in spite of the fact that the greater part of the steel was shipped out of Portland the end of March last and not being bankers we feel that we have accried the account long enough.

As soon as we receive the above information we will decide on what action we wish to take as we feel that the work must be co pleted by this late date.

Tahnking you, we remain.

Very truly yours,

Paid to Aug. 10 - #44,831.23
Retained #4343.63

The Maeder Steel Products Co.

89 Ho Complete on Aug 10th

ANSWERED
H. B. G.

#925
Curry Co.
PR # 113B

August 26, 1927.

C. J. Manting Company,
801 Worcester Building,
Portland, Oregon.

Gentlemen:

Please be advised that we have your voucher in amount $27,597.60 which is for work performed to August 10th which has an assignment attached in favor of the Curry County Bank of Gold Beach.

Before this assignment can be accepted by the Highway Commission it will be necessary to have the written endorsement of your surety on the bond furnished in connection with the contract who in this instance is the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Portland, are resident agents. Kindly give this matter your early attention so that it will not be necessary to hold up your payment longer than is necessary.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Gladmyer,
Chief Clerk.

Dict. by J. McFarland.

cc to Curry County Bank, Gold Beach, Oregon.

PR# 113 L
925

FORM S-5 A-2715 2500 10-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

Curry Co

OREGON STATE HIGHWAY COMMISSION

SALEM

July 28, 1927.

C. J. Montag Company

Gold Beach, Oregon.

Gentlemen:

This acknowledges receipt of your signed voucher for $5,969.65 covering estimate 4, contract 925, together with a letter from the Curry County Bank, submitting an assignment from your company in their favor for this estimate.

Please be advised that the Secretary of State's office strictly requires that all state vouchers which are to be assigned, must have attached the standard Assignment of Claim form, a copy of which I have made up to cover the present estimate and I am enclosing the same for your signature before two witnesses.

Please note also, that under this department's requirements it is essential that the written consent of the Surety Co., on this contract accompany the assignment.

Upon the return of the enclosed assignment form properly executed, together with the written consent of the Surety Co., the voucher will be released to the Secretary of State's office for payment. It is now in the process of passing the Commission's approval and if the assignment and consent can be rendered promptly no delay will occur in sending the voucher to the Secretary of State's office.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith

Auditor.

CFS/CC
cc Curry County Bank, Gold Beach.
cc H. B. Glaisyer, Office.

NOTED
H. B. GLAISYER

CAPITAL AND SURPLUS $29,000.00

THE CURRY COUNTY BANK

C. H. BAILEY, President — GEO. D. WOOD, Vice President

C. H. YOUNG, Cashier

GOLD BEACH, OREGON

July 26, 1927.

Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are inclosing you herewith estimate number #4 of the C. J. Montag Co. on the Pistol River Bridge in amount $5,969.63 together with assignment to this bank. They did not have your regular form of assignment and if same is necessary kindly forward one to us and we will have it executed.

We ask that you kindly forward us draft when same is paid and oblige.

Yours very truly,

Cashier.

NOTED
R. R. GLAISYER

CAPITAL AND SURPLUS $29,000.00

THE CURRY COUNTY BANK

C. H. BAILEY, President — GEO. D. WOOD, Vice President

C. H. YOUNG, Cashier

GOLD BEACH, OREGON

To State Highway Commission
Salem, Oregon

For value received I hereby assign and transfer unto the Curry County Bank of Gold Beach, Oregon our estimate in amount $5969.63 for work done to July 10, 1927. and hereby authorize warrant drawn in their favor.

C. J. Montag Co.

By C. J. Montag
President

Subscribed and sworn to before me this 21st day of June 1927.

C. H. Young

NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES NOV. 16, 1930

NOTED
E. R. GLAISYER

#925
Curry Co
P.R 113B

April 20, 1927.

C. J. Ebeling Company,
501 Worcester Building,
Portland, Oregon.

Gentlemen:

This is to advise that we have received from the Curry County Bank of Gold Beach your estimate No. 1 in amount of $5,601.45 on your contract No. 925 for the construction of a bridge over Pistol River on the Roosevelt Coast Highway in Curry County which has an assignment attached in their favor.

Please be advised that before this payment can be made to the above bank it will be necessary for yourto secure and file the written consent of your surety on the bond furnished in connection with this contract consenting to such an assignment. This voucher and estimate will be held at this office pending the consent of your surety to the assignment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

cc to Curry County Bank, Gold Beach, Oregon.

PR 113 D

EUREKA, CALIFORNIA

November 26, 1926.

D. G. McDonald Company.
Eureka, California.

Attention Mr. J. T. Woodcock.

Gentlemen:

In response to your inquiry of November 22nd we wish to advise that the contract for the construction of the Pistol River Bridge was awarded to the C. J. Montag Company whos address is 201 Worcester Bldg., Portland, Oregon.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

...INTS
OILS
GLASS
TILES
WIND-
SHIELDS

D. C. McDONALD CO.
J. F. WOODCOCK
BUILDING MATERIALS
EUREKA, CALIFORNIA

108 F STREET

CEMENT
LIME
PLASTER
BRICK
ROOFING
PAPER

11/23/26

Oregon Highway Commission,

Salem,

Oregon.

Gentlemen:

We notice there has been a contract awarded for the construction of a concrete bridge over Pistol Creek in Oregon.

Would you kindly advise us the name and address of the firm to whom the contract was awarded?

Thanking you, we remain:

Yours very truly,

D. C. McDONALD CO.,

By: J. F. Woodcock

JFW/HO

De Souza

Figure 55-4 of prints, both road & bridge, revised to this now corresponds to it.

NT OF AGRIC[illegible]E
C ROADS

PR 113

1.

POST OFFICE BUILDING.
PORTLAND, OREG.

November 23, 1926.

Referring to Oregon Federal Aid Project 113, Sections "A" and "B".

As the work comprising Section "B" is wholly within the limits of the original project, Section "A", there is certain to be more or less confusion in keeping the records for the intermittent sections. For this reason the Regional Office has requested that construction of the bridges be handled as a modification of Section "A" rather than as a separate project.

If it is desired to collect the full amount of Federal aid on the road work independent of the bridges, it can be accomplished by dividing the project into units, and incorporating in the modified agreement a clause providing for the final payment of Federal Funds on each unit separately. This is the usual procedure in Montana on projects involving bridge construction, and we are enclosing herewith a copy of an agreement estimate for a Montana project which will show the general form to be used in making up such an estimate.

If you do not care to do this, and would prefer to wait until the completion of the bridges before collecting the full amount of Federal aid, the revised estimate may be prepared in the usual manner.

By including the bridges in Section "A" it will be possible for the State to collect nearly $3,000 more Federal aid because of the increased length of the project, due to the inclusion of the length of bridges over 20-ft. span.

In this connection, we do not quite check the total length of these bridges as shown in your estimate. We make the total length of the bridge and two trestles 597 feet, or 0.113 miles, instead of .111 miles, as shown in the estimate.

It is also noted that the stationing shown on the bridge plans does not agree with that shown on the road plans. The bridge plans indicate that the South end of the bridge is at

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

PR 113

IN YOUR REPLY PLEASE
REFER TO FILE No.·····

POST OFFICE BUILDING.
PORTLAND, OREG.

November 23, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to Oregon Federal Aid Project 113, Sections "A" and "B".

As the work comprising Section "B" is wholly within the limits of the original project, Section "A", there is certain to be more or less confusion in keeping the records for the intermittent sections. For this reason the Regional Office has requested that construction of the bridges be handled as a modification of Section "A" rather than as a separate project.

If it is desired to collect the full amount of Federal aid on the road work independent of the bridges, it can be accomplished by dividing the project into units, and incorporating in the modified agreement a clause providing for the final payment of Federal Funds on each unit separately. This is the usual procedure in Montana on projects involving bridge construction, and we are enclosing herewith a copy of an agreement estimate for a Montana project which will show the general form to be used in making up such an estimate.

If you do not care to do this, and would prefer to wait until the completion of the bridges before collecting the full amount of Federal aid, the revised estimate may be prepared in the usual manner.

By including the bridges in Section "A" it will be possible for the State to collect nearly $3,000 more Federal aid because of the increased length of the project, due to the inclusion of the length of bridges over 20-ft. span.

In this connection, we do not quite check the total length of these bridges as shown in your estimate. We make the total length of the bridge and two trestles 597 feet, or 0.113 miles, instead of .111 miles, as shown in the estimate.

It is also noted that the stationing shown on the bridge plans does not agree with that shown on the road plans. The bridge plans indicate that the South end of the bridge is at

Station 732 instead of at Station 736+43.98, as indicated by the road plans. We have assumed that the apparent discrepancy is due to an error in drawing the meridian on the bridge plan. Please check up and advise us if this is correct.

The grades shown on the prints of the revised sheets 7 and 8 on the Myers Creek-Burnt Hill Section, Oregon-113, which you sent us on November 16th, do not agree with the grades shown on the plans for Pistol River Bridge. The two sets of plans should be made to agree, and we should have corrected copies of sheets 7 and 8, if the ones already sent do not show the correct grade elevations.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris
Acting.

Encls.

November 25, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to Oregon Federal Aid Project 115, Sections "A" and "B".

As the work comprising Section "B" is wholly within the limits of the original project, Section "A", there is certain to be more or less confusion in keeping the records for the intermittent sections. For this reason the Regional Office has requested that construction of the bridges be handled as a modification of Section "A" rather than as a separate project.

If it is desired to collect the full amount of Federal aid on the road work independent of the bridges, it can be accomplished by dividing the project into units, and incorporating in the modified agreement a clause providing for the final payment of Federal funds on each unit separately. This is the usual procedure in Montana on projects involving bridge construction, and we are enclosing herewith a copy of an agreement estimate for a Montana project which will show the general form to be used in making up such an estimate.

If you do not care to do this, and would prefer to wait until the completion of the bridges before collecting the full amount of Federal aid, the revised estimate may be prepared in the usual manner.

By including the bridges in Section "A" it will be possible for the State to collect nearly $5,000 more Federal aid because of the increased length of the project, due to the inclusion of the length of bridges over 20-ft. span.

In this connection, we do not quite check the total length of these bridges as shown in your estimate. We make the total length of the bridge and two trestles 597 feet, or 0.113 miles, instead of .111 miles, as shown in the estimate.

It is also noted that the stationing shown on the bridge plans does not agree with that shown on the road plans. The bridge plans indicate that the South end of the bridge is at

Station 732 instead of at Station 736/43.98, as indicated by the road plans. We have assumed that the apparent discrepancy is due to an error in drawing the meridian on the bridge plan. Please check up and advise us if this is correct.

The grades shown on the prints of the revised sheets 7 and 8 on the Myers Creek-Burnt Hill Section, Oregon-118, which you sent us on November 16th, do not agree with the grades shown on the plans for Pistol River Bridge. The two sets of plans should be made to agree, and we should have corrected copies of sheets 7 and 8, if the ones already sent do not show the correct grade elevations.

Very truly yours,

C. H. PURCELL
District Engineer

By A F Morris
Acting.

Encls.

(ESTIMATE AS BASIS FOR MODIFICATION OF PROJECT AGREEMENT, TO INCLUDE CONSTRUCTION OF BRIDGES. BASED ON CONTRACT PRICES)

Unit 1. Grading, Surfacing & Minor Drainage Structures

1.	22,151	Cu.Yds.	Common Excavation	.20	4,430.20
2.	35,049	Sta.Yds.	Overhaul	.03	1,051.47
3.	1,516	Cu.Yds.	Crushed Gravel Surfacing in Top Course,	1.50	2,274.00
4.	1,304	" "	" " Surfacing in Base Course	1.50	1,956.00
5.	6	Lin.Ft.	24" Gibson Concrete Culvert,	5.00	30.00
6.	200	" "	15" Corrugated Metal Pipe Culvert	1.50	300.00
7.	254	" "	18" " " " "	1.75	444.50
8.	10.18	Cu.Yds.	Class B Concrete in Headwalls	25.00	254.50
9.	65	Cu.Yds.	Random Riprap	2.00	130.00
10.	1,402	Miles	Finishing	100.00	140.20
			Subtotal		11,010.87
			10% for engineering & contingencies		1,101.09
			Total for Unit 1		12,111.96

Federal Aid 56.46% - $6,838.41
Local Funds - $5,273.55

Unit 2. Alkali Creek Bridge

1.	41,400	Lbs.	Structural Steel	.06	2,484.00
2.	11,300	"	Reinforcing Steel	.06	678.00
3.	107	Cu.Yds.	Class A Concrete	16.00	1,712.00
4.	1.3	MFBM	Lumber in Rail	100.00	130.00
5.	120	Cu.Yds.	Excavation for Footings	2.00	240.00
			Subtotal		5,244.00
			10% for engineering & contingencies		524.40
			Total for Unit 2		5,768.40

Federal Aid 56.46% - $3,256.84
Local Funds - $2,511.56

Sub-total Units 1 and 2,	16,254.87
10% for engineering and contingencies	1,625.49
Total Units 1 & 2	17,880.36

Length in miles 1.402
Cost per mile $8,639.06 exclusive of bridge
Federal Aid requested 10,095.25
Percentage of Federal Aid 56.46
Local Funds $7,785.11

Federal Aid Project No. 230, Units 1 & 2.

(Signed) W. O. Whipps
Asst. Chief Engineer
State Highway Commission of Montana.

(ESTIMATE AS BASIS FOR MODIFICATION OF PROJECT AGREEMENT, TO INCLUDE CONSTRUCTION OF BRIDGES. BASED ON CONTRACT PRICES)

Unit 1. Grading, Surfacing & Minor Drainage Structures

1.	22,151	Cu.Yds.	Common Excavation	.20	4,430.20
2.	35,049	Sta.Yds.	Overhaul	.03	1,051.47
3.	1,516	Cu.Yds.	Crushed Gravel Surfacing in Top Course,	1.50	2,274.00
4.	1,504	" "	" " Surfacing in Base Course	1.50	1,956.00
5.	6	Lin.Ft.	24" Gibson Concrete Culvert,	5.00	30.00
6.	200	" "	15" Corrugated Metal Pipe Culvert	1.50	300.00
7.	254	" "	18" " " "	1.75	444.50
8.	10.18	Cu.Yds.	Class B Concrete in Headwalls	25.00	254.50
9.	68	Cu.Yds.	Random Riprap	2.00	130.00
10.	1.402	Miles	Finishing	100.00	140.20
			Subtotal		11,010.87
			10% for engineering & contingencies		1,101.09
			Total for Unit 1		12,111.96
			Federal Aid 56.46% - $6,838.41		
			Local Funds - $5,273.55		

Unit 2. Alkali Creek Bridge

1.	41,400	Lbs.	Structural Steel	.06	2,484.00
2.	11,300	"	Reinforcing Steel	.06	678.00
3.	107	Cu.Yds.	Class A Concrete	16.00	1,712.00
4.	1.3	MFBM	Lumber in Rail	100.00	130.00
5.	120	Cu.Yds.	Excavation for Footings	2.00	240.00
			Subtotal		5,244.00
			10% for engineering & contingencies		524.40
			Total for Unit 2		5,768.40
			Federal Aid 56.46% - $3,256.84		
			Local Funds - $2,511.56		
			Sub-total Units 1 and 2,		16,254.67
			10% for engineering and contingencies		1,625.49
			Total Units 1 & 2		17,880.36

Length in miles 1.402
Cost per mile $8,639.06 exclusive of bridge
Federal Aid requested 10,095.25
Percentage of Federal Aid 56.46
Local Funds $7,785.11

Federal Aid Project No. 230, Units 1 & 2.

(Signed) W. O. Whipps
Asst. Chief Engineer
State Highway Commission of Montana.

PR 113 B

November 12, 1926

G. J. Montag & Co.
301 Worcester Bldg.,
Portland, Oregon.

Gentlemen:

Enclosed please find fully executed copy of contract No. 925 for bridge over the Pistol River near Gold Beach on the Roosevelt Coast Highway in Curry County which has been awarded to you by the State Highway Commission. This copy is for your records and files.

We have also mailed to the Aetna Casualty & Surety Company an executed copy of this contract as surety on your bond furnished the State Highway Commission.

Yours very truly,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:S
Enc.

PR 113B

November 12, 1926

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Salem, Oregon.

Re: State Highway Bridge Construction on the Roosevelt Coast Highway in Curry County over Pistol River near [illegible] - C. J. Montag Company

Gentlemen:

Enclosed herewith please find fully executed copy of contract No. 926 for bridge over Pistol River on the Roosevelt Coast Highway in Curry County, which contract was awarded to C. J. Montag Company by the State Highway Commission.

This copy is being sent you as surety on the bond furnished by C. J. Montag Company, and is for your records and files.

Yours very truly,

Roy A. Klein,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

HBG:B
Enc.

PR 113-B

BATES, LIVELY & PEARSON

GENERAL INSURANCE AGENTS

300-308 YEON BUILDING

PORTLAND, OREGON

PAUL C. BATES
K. V. LIVELY
W. E. PEARSON

October 20, 1926.

GENERAL AGENTS FOR

AETNA LIFE INSURANCE CO.
OF HARTFORD, CONN.
ACCIDENT AND HEALTH
COMPENSATION
LIABILITY
LIFE

AETNA CASUALTY & SURETY CO.
OF HARTFORD, CONN
FIDELITY AND SURETY
SPRINKLER LEAKAGE
PLATE GLASS
AUTOMOBILE
BURGLARY

THE AUTOMOBILE INSURANCE CO.
OF HARTFORD, CONN.
AUTOMOBILE INSURANCE
PERSONAL EFFECTS
PARCEL POST
MARINE
FIRE

CITY OF NEW YORK INSURANCE CO
OF NEW YORK
AUTOMOBILE
FIRE

CENTURY INSURANCE CO., LTD.
OF EDINBURGH, SCOTLAND
FIRE

HARTFORD STEAM BOILER
INSPECTION & INSURANCE CO.
STEAM BOILERS
ELECTRICAL
FLY WHEEL
ENGINE

State Highway Commission,
Salem, Oregon.

Re: State Highway Bridge Construction on the Roosevelt Coast Highway in Curry County over Pistol River near Gold Beach - C. J. Montag Company Contractor.

Gentlemen:-

We are today sending to you by express the four copies of the contract and the bond for the above work.

Yours very truly,

BATES, LIVELY & PEARSON

By M. L. Little

N

October 16, 1926.

FR 113-B

Mr. C. H. Purcell
District Engineer,
Bureau of Public Roads,
New Post Office Engineer,

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Pistol River Bridge, Oregon Project 113-B.

You will notice that only $1,000 federal aid is requested at this time. It is our purpose to request full federal aid on the structure as soon as additional funds become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza/AP
Encls.

Oregon State Highway Department — Project No. 118-B

PISTOL RIVER BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN CURRY COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, October 25, 1926.

Pistol River Bridge:

480 cu.yds	Excavation	5.50	$ 2,520.00
40 cu.yds	Excavation below plane	10.00	400.00
1,800 lin.ft	Piling	.80	1,440.00
160 cu.yds	Class "E" Concrete	25.00	3,600.00
175 cu.yds	Class "A" Concrete	27.00	4,725.00
250 cu.yds	Class "D" Concrete	25.00	5,575.00
80,000 lbs	Metal Reinforcement	.055	4,400.00
385,000 lbs	Structural Steel	.075	28,875.00
250 lin.ft	Concrete Handrail	4.00	1,000.00

Trestle - Station 716 2-19' Spans

360 lin.ft	Piling	1.15	414.00
3 M-FBM	Lumber and Timber	80.00	240.00
36 lin.ft	Trestle Superstructure	20.00	720.00

Trestle - Station 723 6-19' Spans

840 lin.ft	Piling	1.15	966.00
7 M-FBM	Lumber	80.00	560.00
114 lin.ft	Trestle Superstructure	20.00	2,280.00
			$57,815.00
	10% Engr. & Cont.		5,791.50
	Total		63,706.50

Length of Project 0.111 Mi.
Cost per mile $573,932.43

State Funds Available - $ 62,706.50

Federal Aid Requested - 1,000.00

$ 63,706.50

State funds for construction - Chapter 175, Laws 1917; Chap. 31, Laws 1925

State funds for maintenance - Res. Aug. 17, 1917; chap. 237, laws 1917.

PR 113 B

October 4, 1926.

C. J. Montag Company,
801 Worcester Building,
Portland, Oregon.

Gentlemen:

We are forwarding to you today, by express, four copies of contract No. 926 covering the construction of bridge No. 1111 over Pistol River near Gold Beach on the Roosevelt Coast Highway in Curry County, awarded to you by the Highway Commission on September 28, 1926.

Please execute all four copies of the contract and bond and return all four of them to this office for further execution on the part of the Highway Commission, after which one fully executed copy will be returned to you for your files and one to the surety on your bond.

Your attention is called to the paragraph on page 10 relating to the workman's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

LM

PR 113 B
Pistol River Bridge

OREGON STATE HIGHWAY COMMISSION

Pistol River Bridge,
Oregon Federal Aid Project #113-B

Estimate with plans. Not as basis for project agreement

Salem, Oregon.
September 22, 1926

PISTOL RIVER			
Excavation, 460 cu. yds. at	$3.50	$1610.00	
Exc. below elev. shown, 40 cu. yds. at	5.00	200.00	
Piling, 1800 lin. ft. at	0.65	1170.00	
Class B concrete, 160 cu. yds. at	25.00	4000.00	
Class A concrete, 175 cu. yds. at	25.00	4375.00	
Class D concrete, 250 cu. yds. at	25.00	6250.00	
Metal reinforcement, 80,000 lbs. at	.06	4800.00	
Structural steel, 385,000 lbs. at	.075	28875.00	
Concrete handrail, 250 lin. ft. at	5.00	1250.00	
SUB-TOTAL for this structure			$52210.00
TRESTLE at station 716 - 2 at 19' pile trestle:			
Piling, 360 lin. ft. at	0.60	216.00	
Lumber, 3M ft. B. M. at	60.00	180.00	
Trestle superstructure, 38 lin. ft. at	16.00	608.00	
SUB-TOTAL for this structure			1004.00
TRESTLE at station 723 - 6 at 19' pile trestle			
Piling, 840 lin. ft. at	0.60	504.00	
Lumber, 7M ft. B. M. at	60.00	420.00	
Trestle superstructure, 114 lin. ft.	16.00	1824.00	
SUB-TOTAL for this structure			2748.00
Sub-total for entire project			55,962.00
Plus 10% engineering & contingencies			5,596.20
T O T A L C O S T			$61,558.20

State funds available - - - - - $60,558.20
Federal aid requested - - - - - 1,000.00
$61,558.20

Noted

OREGON STATE HIGHWAY COMMISSION

Pistol River Bridge
Oregon Federal Aid Project #113-B

Estimate of cost with plans. Not as basis for project statement.

Salem, Oregon.
April 14th, 1926.

Excavation	460 cu.yds	$ 3.50	$ 1,610.00
Exc. below elev. shown	50 cu.yds	5.00	250.00
Foundation piling	1800 lin.ft.	0.65	1,170.00
Trestle piling	800 lin.ft.	0.60	480.00
Class B Concrete	160 cu.yds	23.00	3,680.00
Class A Concrete	175 cu.yds.	25.00	4,375.00
Class D Concrete	250 cu.yds.	25.00	6,250.00
Metal Reinforcement	80,000 lbs.	.062	4,960.00
Structural steel	375,000 lbs	.075	28,125.00
Concrete Handrail	250 lin.ft.	5.00	1,250.00
Lumber	7 M ft B.M.	55.00	385.00
Trestle superstructure	76 lin.ft.	18.00	1,368.00
Subtotal			53,903.00
Plus: 10% engineering & contingencies			5,390.30
Total Cost - - - - -			$ 59,293.30

State funds available	$ 23,717.32
Federal Aid requested	35,575.98
Total	$ 59,293.30

Salem, Oregon.

March 19, 1926

Mr. DeSouza,
O f f i c e.

Dear Sir:-

The following is copied from a letter just received from the Bureau concerning the proposed Pistol River Bridge.

"On the road plans for this section it is noted that two trestle bridges near the Pistol River Bridge have been eliminated from the road contract. Since these structures are so near the Pistol River Bridge and a pile driver will be required on each, it seems as if it would be desirable to include these two small structures with the Pistol River bridge contract. If this is done, your standard trestle plan would have to be added to the plans already submitted.

If the trestle bridges are included with the Pistol River bridge, the estimate on this project can be made up with combined quantities, if desirable, inasmuch as these bridges are specifically excluded under the present project No. 113-A, and, therefore, can be included with the Pistol River Bridge under the new project which will undoubtedly be 113-B, although we have no definite authority from you regarding this letter designation."

Please advise me what is the correct procedure in this regard.

Very truly yours,

Ass't. Bridge Engineer.

MR:RP

CONTRACT#929,

SEE:

CONTRACT# 938

929 SEE: Contract 938

CONTRACT #929,938,

PR 127-B Deer Cr.-Hayes Hill 1926-1930
9-29
#938

PR 127-B Deer Cr.-Hayes Hill 1926-1930
939
#938

FORM S-A-1 C-10879 3000 10-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 127B

OREGON STATE HIGHWAY COMMISSION

SALEM

November 20, 1928.

IN REPLY PLEASE
REFER TO FILE NO.

MEMORANDUM TO MR. HOLLENBERG:

With reference to the final Federal Aid voucher on the Deer Creek-Hayes Hill Section, Oregon Project No. 127-B. This voucher was submitted to the government for the amount of $9,609.97, but the payment received from them was $9,028.30, a reduction of $581.67. This reduction was occasioned by the fact that in preparing the voucher it was found that not sufficient engineering and contingency expense had been incurred in constructing the bridges to total 10% of their construction cost, which is the maximum allowable on which government cooperation can be requested. However, the engineering and contingency expense on the roadway was greater than 10% of its cost and in computing the government share of cost on the project, this over-run was used to balance the under-run on the bridges. This method of computation, however, was not allowed by the Bureau of Public Roads and the reduction was occasioned which is the difference between the actual engineering and contingency expense on the bridges and 10% of their cost, is $581.67.

J.W.NASH

C-378

Entered as Nov. 15
Rcvd

Ursia Smith
File this under the
construction job please
H.B. -
See Parsons

PR 127 B

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

HWAY COMMISSION
LER, DIVISION ENGINEER
SS, OREGON

August 6th, 1928.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

Have looked into the matter mentioned in letter from Mr. Bechtel recently referred to this office. To go into the beginning of this--on construction we put in a channel change which saved us from building a concrete bridge at a cost of approximately $4000 and made a long fill by using the channel change, therefore saving considerable money.

We agreed to take the summer flow of this little stream thru our fill as it had been going before for irrigation purposes. For this reason it necessitated building a small diversion dam either out of timber and clay, or a little concrete dam. Last year, and so far this year we have used a little wooden and clay dam, but it appears it will be some better to have a concrete dam as it will entirely stop seepage and will not have to be worked over every year.

Another property owner here by the name of Mr. Hinkle complained about this little diversion dam some little time ago stating he thot the only satisfactory arrangement would be a concrete dam. We told him that at the low flow of water this year we would make this little diversion dam. Mr. Hinkle and Mr. Bechtel were both interviewed by Resident Engineer Mr. Strohmeyer and went over the entire situation. They agreed to the location of the dam and this seemed to straighten out the matter. There was a very small seepage in our present dam and this was stopped and think there was no damage resulting from the loss of small amount of water. Mr. Bechtel stated that he had not paid much attention to the farm this year having leased the place to someone else.

I think the situation is at this time straightened up.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

PR 127B

...ER, CHAIRMAN, PORTLAND
MEDFORD
SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

August 6th, 1928.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

Have looked into the matter mentioned in letter from Mr. Bechtel recently referred to this office. To go into the beginning of this--on construction we put in a channel change which saved us from building a concrete bridge at a cost of approximately $4000 and made a long fill by using the channel change, therefore saving considerable money.

We agreed to take the summer flow of this little stream thru our fill as it had been going before for irrigation purposes. For this reason it necessitated building a small diversion dam either out of timber and clay, or a little concrete dam. Last year, and so far this year we have used a little wooden and clay dam, but it appears it will be some better to have a concrete dam as it will entirely stop seepage and will not have to be worked over every year.

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I think the situation is at this time straightened up.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/P

108-1

COPY

Selma Oregon
July 30, 1928

file

Roy M. Kline
Salem Oregon

Dear Sir:

Our water situation is in poor shape owing to the change your engineers made in Clear Creek just north of Selma. We have heretofore had plenty water up to the middle in August, but this year our water is gone practicaly. In fact I haven't had enough to do any irrigating with since the first of July.

I told Mr. Toole that the way they dug that out it would affect our water system. There seems to be the same old flow above the States work. The new creek channel the State made has washed out 4 feet deep below the irrigation ditch or natural channel and therefore dreans all the water shed we formerly had and there is no way of fixing it that I can see, and our ranches Mr. C. Hinkles and mine are worthless. $4,000 will not reimburse us.

I never could see why they changed that creekbed when they could have gone up the Creek a little. We never gave them permission to change our irrigation, but we would never said anything if we had had our usual amount of water which the engineers said we would. But we haven't.

Will you kindly come down Mr. Kline and look at this yourself personally. I sowed a lot of Grim Alfalfa this spring pd $47.00 a hundred for the seed and it is nearly all dead no water. Hopeing you will try to come at once so you may see for yourself, I am

Yours truly

(sgd) ED BECHTEL

Selma Oregon

(Copy sent to Mr. Chandler on August 1 with request for report)

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 23, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your March 21st letter concerning final payment on Oregon Federal Aid Project 127-B, Deer Creek - Hayes Hill Section. The reduction is caused by the necessity for basing Federal aid on the low bid unit prices for corrugated metal pipe instead of on the unit prices for concrete pipe as awarded and extended in the final voucher. Concerning suspensions of a similar nature, you may refer to our letters of August 11th and 25th, 1926 concerning Oregon F.A.P. 114, Condon - 30-Mile Section.

The procedure involved in this connection is in accordance with a well established Bureau policy.

Very truly yours,

J. A. ELLIOTT
Highway Engineer.

March 23, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your March 21st letter concerning final payment on Oregon Federal Aid Project 127-B, Deer Creek - Hayes Hill Section. The reduction is caused by the necessity for basing Federal aid on the low bid unit prices for corrugated metal pipe instead of on the unit prices for concrete pipe as awarded and extended in the final voucher. Concerning suspensions of a similar nature, you may refer to our letters of August 11th and 25th, 1926 concerning Oregon F.A.P. 114, Condon - 30-Mile Section.

The procedure involved in this connection is in accordance with a well established Bureau policy.

Very truly yours.

J. A. ELLIOTT
Highway Engineer.

[OREGON] [DEPARTMENT]

March 21, 1928.

PR 127-B

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

We are in receipt of final payment on the Deer Creek-Hayes Hill Section, Oregon Project 127-B in the amount of $9,028.30.

The final voucher as submitted to you called for payment of $9,309.97. We have checked over this final voucher and are unable to discover the basis on which any deduction in the amount claimed might have been made. Will you kindly advise regarding this?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

Form 19—B-6282—3M—9-27.

PR 127c
NOTED
Div. Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date March 15, 1928

Job name Hayhurst Section C
Surfacing

Week from March 4 to March 10 1928

Mail address Grant Pass Ore

Highway Redwood

Telegraph or telephone address " " "

County Josephine Job prefix 127-1

Express and freight address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has placed 1½ miles of base material this week. Has covered one mile with filler and screened same.

Quarry is working slow.

Plant has been shut down twice due to grade being not prepared

RECEIVED
MAR 16 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C H Armstrong

Title Res Engr

Form 39—B-6202—1M—5-27.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 12.5

Miles completed 12

Miles partially done 10.8

Total cubic yards in project 38900

Cubic yards produced to date 19143

Average daily yardage produced this week 160

Average daily yardage necessary to complete on time 161

Contractor's average force for week ..... 22 men,

..... 2 teams, ... 4 trucks

Project will be completed about ..... July 31 1928

Number of men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... DPC-1 ..... *Percentage* 33
2. ..... 17PC ..... *Percentage* 33
3. ..... 15VE ..... *Percentage* 34
4. ..... *Percentage* .....

Form 39—B-5202—1M—6-27.

OREGON STATE HIGHWAY DEPARTMENT

PR-272-D

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 2, 1928

Job Name Hayes Hill - Shotwick Co. Week from Jan 15 to Jan 21 1928

Engineering Mail Address Grants Pass Ore

Highway Federal Telegraph or Telephone Address

County Josephine Job Prefix 17PC-1 Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor worked part of two days hauling material
to fill in a crossing at 1988 with sub base rock
Elevations 28 made on tangent with the white curb
at crossing 100 feet sta 1639 to 1646
Material looks good and seems to be all rimrock
in project tunnel sta 1659

RECEIVED
FEB 6 1928
STATE OF OREGON

RECEIVED
FEB 4 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed

Title

Form 39—B-6282—3M—9-27.

WAY DEPART[illegible]

GRADING CON[illegible]ION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12.5

Miles completed ..... -

Miles partially done 8.7

Average daily yardage placed this week ..... 78 [illegible] Worked

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 10 ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

[illegible] SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Form 39—B-6282—3M—9-27.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PR127C

Date Feb 1, 1928

Job Name Applegate - Grather Co. Surfacing

Week from Jan 8 to Jan 14 28

Mail Address Kirkville Ross Co

Highway Redwood

Telegraph or Telephone Address

County Josephine Job Prefix 17PC-1

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Last 6 oz surfacing was placed from sta 1715 to 1730
also west of the State Line & west yet to place sta 1644
to K.C. was covered
Mr Haines is moving to rock cut sta 1659
Material looks good Plant on campus Ck

RECEIVED
FEB 4 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C.H. Armitage

Title Insp.

PRIZE

HIGHWAY DEPARTMENT

WEEKLY REPORT

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 12.5

Miles completed —

Miles partially done 8.6

Average daily yardage placed this week 32

Average daily yardage necessary to complete on time .....

Contractor's average force for week 8 *men,*

— *teams,* 3 *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about July 21 1926

Number of men in Engineering Party .....

Total mileage at section lines surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Form 39—B-6283—3M—9-27.

OREGON STATE HIGHWAY DEPARTMENT

PR127C

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date March 15 [illegible]

Job name Applegate Creek to Leaving

Week from March 4 to March 10 1928

Mail address Grants Pass Ore

Highway Redwood

Telegraph or telephone address " "

County Josephine Job prefix 17 PC

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has had five men working on clean up jobs as cleaning ditches opening up culvert leaving Leave and rock pit

RECEIVED
MAR 17 1928
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 18 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C.H. Armstrong

Title Res Engr

Form 39—B-6283—2M—9-37

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

Form 39—B-6282—3M—9-27.

PIR 127C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 6, 1928

Job name Bruce Hill - Illahee — Location — Week from Jan 8 to 14 1928

Highway Redwood — Mail address Grant Pass Ore

County Josephine — Job prefix 17 PC — Telegraph or telephone address " " "

Express and freight address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor removed slide sta 1505 to 1508 and removed extra material from ditch sta 2040. He has completed the retaining wall at sta 2078.

RECEIVED
FEB 10 1928
OREGON
STATE ...

RECEIVED
FEB 8 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C. H. Armstrong

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project 10.69

Miles completed ~~10.69~~ 10.69

Miles completed except finishing —10.69

Total cubic yards in project 76587

Cubic yards moved to date 175719

Miles covered by contractor's forces 10.69

Miles cross-sectioned 10.69

Miles cross-sections completed and checked 10.69

Miles to be remeasured —

Number men in Engineering Party 10

Contractor's average force for week 5 *men,*

— *teams,* 1-Tractor ~~*steam shovels*~~

Grading work will be completed about Feb 15 1928

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* *Percentage*
2. *Percentage*
3. *Percentage*
4. *Percentage*

Form 39—B-6282—3M—9-27.

PR 127C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb 6 1928, 192...

Job name Hayes Hill - Shelton Bros. Surfacing

Highway Federal

County Josephine Job prefix 127PC-1

Week from Jan 29 to Feb 4 1928

Mail address Grants Pass Ore

Telegraph or telephone address " " "

Express and freight address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor placed a small amt of surfacing material Sta 1680 to 1688. This emptied the bunkers at the plant and opened pit.

He has worked all week changing the two plants at the Shelton and the State Creek pits and setting up at Sta 1659

RECEIVED
FEB 10 1928
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 8 1928
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C H Armstrong

Title Asst. Eng

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 12.5

Miles completed 4

Miles partially done 34

Total cubic yards in project 28600

Cubic yards produced to date 9643

Average daily yardage produced this week ..... 24 cy. 1 day

Average daily yardage necessary to complete on time ..... —

Contractor's average force for week ..... 12 ..... *men,*

— ..... *teams,* ..... 3 ..... *trucks*

Project will be completed about ..... July 31 1928

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#938-17DG
178B-1
PR127B

January 7, 1928

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 938 for the construction of the State Line-Wolf Hill Section of the Redwood Highway in Josephine County consisting of 4.8 miles of surfacing has been completed by the contractors, Simmons & Hefty, and that final settlement will be made by the State with said contractors on or after January 17th, 1928.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $29,295.61 of which amount $30.14 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFaddell.

#929-
178B

PG 178

November 26, 1927

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 929 for the construction of the Deer Creek-Hayes Hill Section of the Redwood Highway in Josephine County consisting of 4.8 miles of grading has been completed by the contractors Schall & Rhodes and that final settlement will be made by the State with said contractors for work done under said contract on or after December 6th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid by the above contractors was $46,995.55 of which amount $412.69 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dictd by J. McFarland.

FORM 20 89433 SM 6-27

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR127B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

October 24th, 1927.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: E. A. Skelley

Dear Sir:-

Regarding Deer Creek-Hayes Hill Section, advise that this section has been turned over to Mr. C. H. Armstrong for completion. You will remember that Mr. Toole was on the grading and surfacing of this section but was transferred to the Devils Garden Section of the Klamath Falls-Lake View Road. He completed the final estimate on the grading but the map was not entirely completed and was left in the hands of C. H. Armstrong, who has the adjoining section on the north.

Unless there is particular hurry for this map it will probably come in in due time along with the completed maps of the Hayes Hill-Shattuck Corner Section.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

October 19, 1927.

Mr. W. H. Chandler
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

The final records of the Deer Creek-HayesHill Section recently submitted to this office did not include any map or alignment notes. Please advise if this data is being held for any special purpose; if not, we would be pleased to have you forward same to this office so that we can prepare a final 400 feet scale map.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. A. Shelley
Chief Draftsman

HAS:AP

PR 127 B

OR[illegible]ON STATE HIGHWAY DEPARTM[illegible]T

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

NOTED
State Highway Engineer

Date Oct 24, 1927

Job Name Deer Creek to Grayville — Week from Oct 16 to Oct 22 1927

Mail Address Elect Pass Ore.

Highway Redwood — Telegraph or Telephone Address "

County Josephine — Job Prefix 1705 — Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

This work has been completed Contractor Finished 10-16

RECEIVED
OCT 26 1927
GRANTS PASS DIV. OFFICE

RECEIVED
OCT 25 1927
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C. E. Armstrong

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

17-7B

OR # 127 B

FIELD CHECKED & FINAL REPORT

October 19, 1937.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department
Grants Pass, Oregon.

County

General information covering progress of work by units and [illegible] instructions from Division Engineer, changes in personnel of force, etc.

Dear Sir:

In connection with the checking of the final estimate for the Dixon Creek-Hayes Hill grading project, we yesterday wrote to Resident Engineer Toole, advising that we were forwarding to him certain of the final records for this project. We now find that Mr. Toole is at Bly, and that he can not be reached by express. We are therefore forwarding the records to Mr. Toole care of you at Grants Pass.

Please see to it that these records reach Mr. Toole at the earliest possible time.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AF

CC Mr. J. C. Toole
Bly, Oregon.

#929

OI[illegible]ON STATE HIGHWAY DEPARTM[illegible]NT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 10, 1927

Job Name Dees Creek Bridge
Surfacing

Week from Oct 2 to Oct 8 1927

Mail Address Grants Pass Ore

Highway Redwood

Telegraph or Telephone Address " " "

County Jackson Job Prefix 17-02-1

Express and Freight Address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor has completed the surfacing except
cleaning up [illegible] and finishing up.
He has all of the material on the ground
He expects to complete stock pile #1 by the 14th

(See back of this sheet for instructions and detailed information.)

Signed C H Lewis

Title Asst Engr

#429

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

#929
ITPB
PR # 127B

August 29, 1927

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Schell & Rhodes on contract No. 929 for the construction of the Deer Creek-Hayes Hill Section of the Redwood Highway in Josephine County.

This payment will be made on or after September 9th, 1927.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR#127B

FORM 28 84693 500 4-27

ROY A. KLEIN

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

PR#127B

FIELD ENGINEER'S WEEKLY REPORT

Date July 5th, 1927

Job Name Deer Creek-Hayes Hill Surfacing

Week from June 26th to July 2nd.

Highway Redwood.

Mail Address Selma Ore.

County Josephine. Job Prefix 178B-1

Telegraph or Telephone Address Selma Ore.

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Set stakes for grading of trench for surfacing.
L. J. Caufield. bureau of public roads, over work July 1st.
Mr. Wm E. Chandler over work June 29th.
Contractor began preparing subgrade for placing of surfacing material July 1st. Plant about completed. Contractor plans on operating plant July 6th.
Force - 7 men - grader & tractor

RECEIVED
JUL 7 1927
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 6 1927
GRANTS PASS D.N. OFFICE

(See back of this sheet for instructions and detailed information.)

Signed Geo E. Cook

Title Res Engr.

PF # 127B

BOY A. KLEIN

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 4.8

Miles completed —

Miles partially done .....

Average daily yardage placed this week —

Average daily yardage necessary to complete on time 194 cu. yds.

Contractor's average force for week 7 men,

— teams, grader + tractor trucks

Percentage of total required yardage now in place —

Surfacing will be completed about Sept 30th 1927

Number of men in Engineering Party 4

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 171.B-1 Percentage 10%

Other jobs 171.B Percentage 90%

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

FORM 2B 84038 500 4-27

PP# 1276

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GATES, MEDFORD

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

April 25th, 1927.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Referring to your letter of April 18th which contained telegram from C. H. Purcell, I have investigated to some extent the concrete as it was poured in this particular culvert from which this cylinder was taken. Following is a letter from C. H. Armstrong, our resident engineer on this work:

"I am unable to account for the low test of 550 pounds per sq. in. in the cylinder cast 4-4/27, culvert sta. 1475. The cement was tested and okehed as per report of 4/6/27. The gravel and sand was also okehed. The water content was as low as could be used.

In this culvert there is 34.25 cu. yds. of concrete and used 232 sacks of cement. Figuring 6.25 sacks per yd. of concrete there is an excess of 18 sacks used.

The 8 day cylinder broken 4/1/27 showed 1875 lbs. per sq. in. The other cylinder of the same pouring has been sent in, and should be broken today.

It may be the low test cylinder was defective due to handling. In that case the 30 day one would probably show a good test."

In talking to the inspector on this work I have found that they used 1/2 sack batch in a mixer and that it is possible that in taking 1/2 sack they did not divide it equally and that this cylinder was taken out of the batch that did not have the proper amount of cement. This would of course give a low test cylinder, but as the quantity is very small and the concrete in the wall is well spaded it is not likely the wall could be weakened to a great extent. However, have asked that all cement be dumped into a small box and measured from the box with a pail of known size to insure that each batch has exactly 1/2 sack. This will insure a more uniform mix. I think with these precautions a more uniform mix will be obtained.

Yours truly,

W. E. CHANDLER
Division Engineer

WEC /F

April 18, 1927.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We are today in receipt of the following telegram from Mr. C. H. Purcell:

"RE TEST REPORT CONCRETE CYLINDER LABORATORY NUMBER TWO TWO FIVE SIX FOUR PREFIX SEVENTEEN NO STOP PLEASE EXPLAIN REASON MUCH LOW STRENGTH AND ACTION TAKEN TOWARD CORRECTION STOP ASSUMING THIS CYLINDER COVERS CULVERT REQUEST NO FILL BE PLACED UNTIL THIRTY DAY TESTS MADE STOP PLEASE ADVISE."

Please advise us in full in regard to this cylinder and in regard to all conditions pertaining on the concrete work in connection with which it was taken.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

...- Klamath - Hayes Hill Sect.

...47.- 1875 - 8 days 3200 - 30 days
350 - 7 " 1200 - 30 days

Stn. 1593 2225 - 30 days
2100 - 30 "
3200 - 30 "

Stn. 1614 525 - 30 days
925 - 8 days.

28 day Cyl. at Sta. 14+95 to be broken may 2nd

Form 1204

SYMBOLS

BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

VICE-PRESIDENT

...e shown on all messages, is STANDARD TIME.

PR* 127
Klamath - Hayes Hill

RE TEST REPORT CONCRETE CYLINDER LABORATORY NUMBER TWO TWO FIVE SIX FOUR PREFIX SEVENTEEN PC STOP PLEASE EXPLAIN REASON SUCH LOW STRENGTH AND ACTION TAKEN TOWARD CORRECTION STOP ASSUMING THIS CYLINDER COVERS CULVERT REQUEST NO FILL BE PLACED UNTIL THIRTY DAY TESTS MADE STOP PLEASE ADVISE

PURCELL

330P

...very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS
Enc

Form 1201

WESTERN UNION

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

...is a full-rate telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon
Telephone 61

90PR C 46 GOVT

NB PORTLAND ORG 316P APR 18 1927

PR # 127 2
Deer Creek - Wagner Hill

KLEIN
STATE HIGHWAY COMMISSION SALEM ORG

RE TEST REPORT CONCRETE CYLINDER LABORATORY NUMBER TWO TWO FIVE SIX FOUR PREFIX SEVENTEEN PC STOP PLEASE EXPLAIN REASON SUCH LOW STRENGTH AND ACTION TAKEN TOWARD CORRECTION STOP ASSUMING THIS CYLINDER COVERS CULVERT REQUEST NO FILL BE PLACED UNTIL THIRTY DAY TESTS MADE STOP PLEASE ADVISE

PURCELL

330P

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Olaisen,
Chief Clerk.

JS
Enc

PR 127B

February 25, 1927.

Simonsen & Hefty,
936 Tillamook St.
Portland, Oregon.

Gentlemen:

Enclosed please find fully executed copy of contract No. 936 which was awarded to you on January 27, 1927, by the State Highway Commission covering 4.8 miles crushed gravel surfacing and furnishing crushed gravel for maintenance on the Deer Creek-Hayes Hill and State Line-Hayes Hill Section of the Redwood Highway in Josephine County.

This copy is for your records and files. We are also forwarding a similar copy to the surety on your bond.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JS
Enc

PR 127-B

February 7, 1927

Simonsen & Hefty,
930 Tillamook Street,
Portland, Oregon.

Gentlemen:

We are forwarding you today by express four copies of contract and bond covering the construction of 4.8 miles of crushed gravel surfacing and furnishing crushed gravel for maintenance on the Deer Creek-Hayes Hill and State Line-Hayes Hill Sections of the Redwood Highway in Josephine County, awarded to you by the Highway Commission on January 27, 1927, our contract No. 938.

Please execute all four copies of the contract and bond and return them all to this office for the approval of the members of the Highway Commission, after which one fully executed copy will be returned to you for your files and one to the surety on your bond.

Your attention is called to the paragraph on page 7 relating to the Workmen's Compensation Act. You are expected to carry on your work in strict compliance with the terms of this act.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HI

February 8, 1937

FR 127-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 5900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Deer Creek-Hayes Hill Section, Oregon Project No. 127-B.

This estimate has been revised to include the surfacing and the bridges.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeCouse/AP

Encls.

Oregon State Highway Department — Project No. 127-B

DEER CREEK-HAYES HILL SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as basis for modified agreement. Revised to include surfacing and bridges.)

Salem, Oregon, February 3, 1927.

Grading:

All Required	Clearing and Grubbing		$ 3,600.00
71,000 cu.yds	Excavation, Single Classif.	$ .40	28,400.00
106,000 cu.yds	Overhaul	.05	5,300.00
134 cu.yds	Class "A" Concrete	28.00	3,752.00
12,000 lbs	Metal Reinforcement	.07	840.00
500 cu.yds	Rip Rap	3.50	1,750.00
160 cu.yds	Rock or Gravel Backfill for Drains	2.50	400.00
1,200 lin.ft	6" Porous Drain Tile	.40	480.00
80 lin.ft	12" Culvert Pipe	1.60	48.00
300 lin.ft	18" Culvert Pipe	3.00	900.00
230 lin.ft	24" Culvert Pipe	4.00	920.00
200 lin.ft	30" Culvert Pipe	5.00	1,000.00

Surfacing:

7,000 cu.yds	Sub-base Course Surfacing	1.36	9,660.00
4,200 cu.yds	Base Course Surfacing	1.38	5,796.00
1,400 cu.yds	Top Course Surfacing	1.36	1,932.00
4,000 cu.yds	Filler	.40	1,600.00
8,000 yd.mi	Filler Haul	.18	1,440.00

Bridge No. 1194 - Station 1185

230 cu.yds	Excavation	2.25	552.50
990 lin.ft	Piling	.25	247.50
127 cu.yds	Class "A" Concrete	23.00	2,921.00
22 cu.yds	Class "D" Concrete	24.00	528.00
18,500 lbs	Metal Reinforcement	.05	925.00
90 lin.ft	Handrail	4.00	360.00

Bridge No. 1201 - Station 1245

205 cu.yds	Excavation	2.25	461.25
710 lin.ft	Piling	.25	177.50
95 cu.yds	Class "A" Concrete	23.00	2,139.00
11 cu.yds	Class "D" Concrete	24.00	264.00
9,300 lbs	Metal Reinforcement	.05	465.00
50 lin.ft	Handrail	4.00	200.00

Sub-total	$ 77,158.75
10% Engr. & Cont	7,715.87
Total	$ 84,874.62

Length of Project 4.614 Miles
Cost per mile, including bridges $17,830.78
Cost per mile, excluding bridges $15,496.42

State Funds Available $33,949.85
Federal Aid Requested $50,924.77 (60%)
$84,874.62

State Funds for Constr.: Chap 175, L. 1917; Chap 31, L. 1920
" " " Maint.: Res. Aug. 17,1917; chap 237, L. 1917.

PR 127 B

OREGON STATE HIGHWAY COMMISSION

Projects Numbered 127B & 127C

Estimate with plans. Set as basis for project agreement

Bridge No. 1194:			
Excavation, 290 cu. yds.	$2.25	652.50	
Piling, 990 lin. ft.	0.90	891.00	
Class A Concrete, 127. cu. yds.	24.00	3048.00	
Class D Concrete, 22 cu. yds.	24.00	528.00	
Metal reinforcement, 18500 lbs.	.057	1054.50	
Handrail, 90 lin. ft.	4.75	427.50	
Total for this bridge			$6601.50
Bridge No. 1201:			
Excavation, 205 cu. yds.	2.25	461.25	
Piling, 710 lin.ft.	0.90	639.00	
Class A Concrete, 93 cu. yds.	24.00	2232.00	
Class D Concrete, 11 cu. yds.	24.00	264.00	
Metal reinforcement, 9300 lbs.	.057	530.10	
Handrail, 50 lin. ft.	4.75	237.50	
Total for this bridge			$4363.85
Bridge No. 1268:			
Excavation, 155 cu. yds.	2.25	348.75	
Class A Concrete, 101 cu. yds.	24.00	2424.00	
Class D Concrete, 17 cu. yds.	24.00	408.00	
Metal reinforcement, 14,000 lbs.	.057	798.00	
Handrail, 70 lin. ft.	4.75	332.50	
Total for this bridge			$4311.25
Bridge No. 1269:			
Excavation, 95 cu. yds.	2.25	213.75	
Class A Concrete, 75. cu. yds.	24.00	1800.00	
Class D Concrete, 18 cu. yds.	24.00	432.00	
Metal reinforcement, 10,100 lbs.	.057	575.70	
Handrail, 70 lin.ft.	4.75	332.50	
Total for this bridge			$3353.95
Bridge No. 1270:			
Excavation, 130 cu. yds.	2.25	292.50	
Class A Concrete, 85 cu. yds	24.00	2040.00	
Class D Concrete, 21 cu. yds.	24.00	504.00	
Metal reinforcement, 13,300 lbs.	.057	758.10	
Handrail, 80 lin.ft.	4.75	380.00	
Total for this bridge			$3974.60
Bridge No. 1271:			
Excavation 525 cu. yds.	2.25	1181.25	
Class A Concrete, 119 cu.yds.	24.00	2856.00	
Class D Concrete, 21 cu. yds.	24.00	504.00	
Metal reinforcement, 14,800 lbs.	.057	843.60	
Handrail, 115 lin.ft.	4.75	546.25	
Total for this bridge			$5931.10
Subtotal			$28,554.25
+10% eng. & contingencies			2,853.62
			$31,389.87

Federal aid requested	$18,833.92
State Funds available	12,555.95
	$31,389.87

Form No. 31—22292—6M—8-28

PR 1276

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date December 4th, 1928

Job Name Deer Creek--Hayes Hill

Week from Nov. 28 *to* Dec. 4th

Mail Address Grants Pass, Oregon.

Highway Redwood

Telegraph or Telephone Address 257 J

County Josephine *Job Prefix* 17 PB

Express and Freight Address Grants Pass, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractors Schell & Rhodes have two men clearing right of way between stations 1288 and 1460.

(See back of this sheet for instructions and detailed information.)

Signed J. G. Bowers

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* .... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

January 26, 1927. FR 127-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate and unit price analysis covering the surfacing of the Deer Creek-Hayes Hill Section, Oregon Project 127-B.

The special provisions for this project were given direct to Mr. Morris last week.

Very truly yours,

ROY A. KLEIN
State Highway Engineer.

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encls.

OREGON STATE HIGHWAY DEPARTMENT

PROJECT No. 127-B

DEER CREEK-HYES HILL SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate with surfacing provisions. Not as basis for project agreement.)

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Salem, Oregon, January 17, 1927.

7,000 cu.yds	Sub-base course surfacing	$ 1.45	$ 10,150.00
4,200 cu.yds	Base course surfacing	1.65	6,930.00
1,400 cu.yds	Top course surfacing	1.85	2,590.00
4,000 cu.yds	Filler	.40	1,600.00
8,000 yd.mi	Filler Haul	.18	1,440.00
	Sub-total		$ 22,710.00
	10% Engr. & Cont.		2,271.00
Length of Project - 4.814 Miles	Total		$ 24,981.00

Cost per Mile $5,189.23

State Funds Available - $ 9,992.40

Federal Aid Requested - 14,988.60

$ 24,981.00

ANALYSIS OF ESTIMATED SURFACING PRICE

	Sub-base Course	Base Course	Top Course
Quarrying and Crushing	$ .70	$ .90	$ 1.10
Hauling (2 Mi @ 17½¢)	.35	.35	.35
Mixing and Finishing	.30	.40	.40
Preparation of Subgrade	.10	—	—
Estimated bid price (includes 15% profit)	$1.45	$1.65	$1.85

PR127-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 24, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 127-B, Deer Creek-Hayes Hill section of the Redwood Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By H. Caufield
Assoc. Highway Engineer.

Aid Pr 1317

Form P. R. 2

State Oregon

Project No. 127, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of December, 1926 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 20th day of November, 1925, a project statement, which was approved by the Secretary on the 5th day of January, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 25th day of October 1926, and approved by the Secretary on the 10th day of January, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of one thousand and 00/100

dollars ($1,000.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ...from sale of bonds authorized by Legislature under... (Include amount, date, and citation of act of legislature by which authorized) ...Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920, or current income.

*(b) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ..... (State how placed under direct control of Highway Department)

*(c) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(d) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between ...survey station 1108+80, at the north end of Oregon Federal Aid project No. 127, Section A, near Selma, and survey station 1363+00, at the south end of the Hayes Hill Forest Highway Section, four miles north of Selma,... terminal points, a distance of ...4.814... miles, known locally as ...the Deer Creek-Hayes Hill Section of Redwood Highway between Grants Pass and the Oregon-California State line near Monumental, Josephine County, being Section B of Oregon Federal Aid project No. 127.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary. except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that prior to, or immediately upon completion of the improvement contemplated under this agreement, it will provide new bridges necessary to complete the highway within the terminal limits of said project.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(e) The Highway Department hereby agrees that when additional Federal aid funds are apportioned and made available to the State it will request such an increase in the amount of Federal aid hereby allotted to this project as will make the Federal pro rata share a substantial percentage of the total cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section 3 of said project shall not in any event exceed (*a*) the said sum of one thousand and 00/100 ..... dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of fifty-two thousand, one hundred twenty-nine and 00/100 ..... dollars, the approved total estimated cost of Section 3 of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section 3 of said project in conformity to said plans and specifications.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

.....
(Official or depositary)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... of .....
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $32,475.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917.
(Include reference to statute authorising

Chapter 237, Laws of 1917.
funds and probable amount annually available)

.....

.....

.....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing
.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
.....

*(*b*) By the .....
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing
.....
funds and probable amount annually available)
.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....
.....
.....

*(Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 10th day of January, 1927

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By H. S. Vaughan
Member, State Highway Commission
(Title of officer)

[SEAL]

By W. H. Mulvey
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL]

C. W. Marvin
ACTING Secretary of Agriculture.

EXECUTE AGREEMENTS SEE PROJECT NO. 112
AUTHORITY OF HIGHWAY DEPARTMENT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1108+80, at the north end of Oregon Federal Aid project No. 127, Section A, near Selma, and survey station 1363+00, at the south end of the Hayes Hill Forest Highway Section, four miles north of Selma, locally known as the Deer Creek-Hayes Hill Section of Redwood Highway between Grants Pass and the Oregon-California State line near Monumental, Josephine County, and designated in the records of this Department as Section B of Project No. 127, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $52,189.00 as the total estimated cost of Section B of said project, and the sum of $1,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of January one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 3—4830

PR #127-B

January 18, 1927.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

As the surfacing of the Deer Creek-Hayes Hill Section is to be a federal aid project, it will be necessary that an estimate of the cost of this surfacing project be submitted to the Bureau of Public Roads at the earliest possible moment. Please therefore supply us with such an estimate, including any items of extra work or state force work that may be involved.

Please also let us have the estimates for comparison of bids for the State Line-Hayes Hill project and the Mystic Creek-Winston project by not later than January 25.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer.

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

November 26, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed are three copies of the project agreement for Oregon 127 - Section B, for signature of the State Highway Commission.

Bridge items have been eliminated from the estimate by the Regional Office because items for which no plans have been submitted cannot be approved. This action is similar to that taken on Oregon-113, Section B. When the plans for the bridges are ready and the contract is awarded, the matter can be taken care of as a revision of Section B.

Very truly yours,

C. H. PURCELL
District Engineer

By A. F. Morris

Encls.

Executed and given to Mr Morris while in Salem Office - 12-9-26

PR 127-B

November 12, 1926.

PR 127-B

The Aetna Casualty & Surety Co.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find fully executed copy of contract No. 929 for 4.20 miles of grading on the Deer Creek-Myers Hill Section of the Redwood Highway in Josephine County, which was awarded by the State Highway Commission to Schell & Rhodes on October 26th, 1926.

This copy is for your records and files as surety on the bond of Schell & Rhodes furnished to the State Highway Commission.

Very truly yours,

Roy A. Klein,
State Highway Engineer

BY

E. B. Glaisyer,
Chief Clerk.

EBG:S
Enc.

November 8, 1926.

FR 127-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Deer Creek-Hayes Hill Section, Oregon Project 127-B.

It is our intention to request full permissible federal aid as soon as further funds become available.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeComan/AP

Encl.

Oregon State Highway Department — Project No. 187-B

DEER CREEK-HAYES HILL SECTION OF THE ROOSEVELT COAST HIGHWAY

IN JOSEPHINE COUNTY

(Estimate as basis for project agreement. Based on contract prices, except bridges).

Salem, Oregon, November 8, 1926.

Grading:

All Required	Clearing and Grubbing		$ 3,000.00
71,000 cu.yds	Excavation, Single Classification	.40	28,400.00
198,000 cu.yds	Overhaul	.05	5,000.00
154 cu.yds	Class "A" Concrete	28.00	3,752.00
12,000 lbs	Metal Reinforcement	.07	840.00
500 cu.yds	Rip Rap	3.50	1,750.00
160 cu.yds	Rock or Gravel Backfill for Drains	2.50	400.00
1,200 lin.ft	6" Porous Drain Tile	.40	480.00
30 lin.ft	12" Culvert Pipe	1.60	48.00
300 lin.ft	18" Culvert Pipe	3.00	900.00
230 lin.ft	24" Culvert Pipe	4.00	920.00
200 lin.ft	30" Culvert Pipe	5.00	1,000.00

Bridges - (To be awarded under separate contract).

40' Concrete Span -	Station 1186+70	7,000.00
20' Concrete Span -	Station 1245+70	5,000.00
	Sub-total	$ 59,390.00
	10% Engr. & Cont.	5,939.00
		$ 65,329.00

Length of Project - 4.814 Miles
Cost per mile, including bridges over 20' span - $ 13,570.62
" " " excluding " " " " - 11,971.12

State Funds Available - $ 64,329.00
Federal Aid Requested - 1,000.00
$ 65,329.00

State Funds for Construction - Chapter 175, Laws of 1917; Chapter 31, Laws 1920
" " " Maintenance - Res. August 17, 1917; Chapter 237, Laws of 1917.

PR 127-B

October 29,1926..

Schell & Rhodes,
Oakland, Oregon.

Gentlemen:

We are sending to you today by express four copies of State Highway contract No. 929 for the grading of 4.80 miles on the Deer Creek-Hayeshill Section of the Redwood Highway in Josephine County, which contract was awarded to you by the State Highway Commission on October 26th.

Kindly execute all four copies of this contract agreement and bond and return them all to this office for completion by the State Highway Commission. When this is done we will be pleased to furnish you with an executed copy for your records and files, and will also mail one copy to the surety on your bond.

Your special attention is called to that clause on page 7 relating to the Workmen's Compensation Act. You will be expected to accept the Workmen's Compensation Act of the State of Oregon and carry on your work in strict compliance with the terms of the law.

Yours very truly,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG S

October 25, 1926.

FR 127-B

Mr. C. H. Purcell,
Bureau of Public Roads,
New Post Office Building,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the Deer Creek-Hayes Hill Section, Project No. 127-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project 127-B

DEER CREEK-HAYES HILL SECTION OF THE REDWOOD HIGHWAY

IN JOSEPHINE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, October 25, 1926.

Grading

All Required	Clearing and Grubbing		$ 4,000.00
71,000 cu.yds	Excavation, Single Classif.	.60	35,500.00
106,000 cu.yds	Overhaul	.03	3,180.00
134 cu.yds	Class "A" Concrete	25.00	3,350.00
12,000 lbs	Metal Reinforcement	.10	1,200.00
500 cu.yds	Rip Rap	2.00	1,000.00
160 cu.yds	Rock or Gravel Backfill for Drains	2.00	320.00
1,200 lin.ft	6" Porous Drain Tile	.40	480.00
80 lin.ft	12" Culvert Pipe	1.00	80.00
300 lin.ft	18" Culvert Pipe	2.20	660.00
220 lin.ft	24" Culvert Pipe	3.00	660.00
200 lin.ft	30" Culvert Pipe	4.05	810.00

Bridges (Separate Contract)

40 ' Concrete Span - Station 1185+70		7,000.00
20' Concrete Span - Station 1245+70		5,000.00
	Sub-total	$ 66,400.00
	10% E. & C.	6,640.00
	Total	73,040.00

Length of Project - 4.814 Mi.
Cost per Mile, including bridges over 20' span - $ 12,430.41
" " " excluding " " 20' " - 15,172.41

State Funds Available	$ 72,040.00
Federal Aid Requested	1,000.00
	$ 73,040.00

FORM 38 A808 300 3-26

PP 127-B

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

October 22nd, 1926.

OCT 23 1926
OREGON
HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Attention: S. H. Probert.

Dear Sir:-

Herewith estimate on Deer Creek—Hayes Hill section of the Redwood Highway which you asked for in your letter of October 11th. This estimate may also be used for comparison of bids on October 26th for this section.

Prior to receiving your letter of today we talked to Mr. Seeley, resident engineer in Mr. Wanzer's division at Klamath Falls, and he stated he had cross sections of missing section there. Therefore, we have been waiting for these sections and expected at that time to send in the estimate. Your letter of today states that you have these cross sections in Salem so I am at a loss to know what Mr. Seeley has in his office, as do not believe there are two copies of these sections. However the estimate is herewith inclosed as per request in your letters of October 11th and 21st.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

Deer Creek--Hayes Hill - - Grading

Item No.		Unit Price	Amount
1.	Clearing and Grubbing		4,000.00
2.	Excavation, single classification, 71,000 cu. yds. @	.50	35,500.00
3.	Overhaul, 106,000 yd. sta. @	.06	6,360.00
4.	Class "A" Concrete, 134 cu. yds. @	25.00	3,350.00
5.	Metal Reinforcement, 12,000 lbs. @	.10	1,200.00
6.	Rip Rap, 500 cu. yds. @	2.00	1,000.00
7.	Rock or gravel backfill for Drains, 160 cu. yds. @	2.00	320.00
8.	6-inch Porous Drain Tile, 1200 lin. ft. @	.40	480.00
9.	12-inch Concrete Pipe, 30 lin. ft. @	1.00	30.00
10.	18-inch Concrete Pipe, 300 lin. ft. @	2.20	660.00
11.	24-inch Concrete Pipe, 230 lin. ft. @	3.00	690.00
12.	30-inch Concrete Pipe, 200 lin. ft. @	4.05	810.00
	Force Account		1,500.00
			55,900.00
	10% Engr.		5,590.00
			$61,490.00

PR #127B

October 21, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 18, in regard to the special provisions for the Deer Creek-Hayes Hill Section, and we are pleased to have your opinions in the matters involved.

The omission of a bid item for extra clearing and grubbing was an oversight. I recall now that you wrote to us asking that this item be added, but in the rush of getting out the plans and specifications the matter was somehow overlooked. If you dislike to pay for extra clearing and grubbing on a force account basis, I would suggest that you arrange with the contractor for a unit price. In doing this, I would also suggest that you get two prices, one for clearing and another for grubbing, as in many cases no grubbing will be required.

We believe that the provisions as written adequately cover the matter of close cutting of stumps, as they limit the heighth of stumps to the equivalent of one diameter. We do not believe that there is any occasion for cutting the stumps any lower than that, and we doubt if you could get the contractor to cut them any lower under such an indefinite specification as "Close Cutting."

As we see it, the specification for clearing and grubbing should be pretty much standard over the entire state. It does not seem logical to do the work one way on one job, or in one division, and to do it some other way on another job or in another division. If our standard specification for clearing and grubbing is now proving to be inadequate, then we should change it as soon as the specification form is reprinted. In the mean time, we should cover the matter in a special provision which should be more or less uniform throughout the state. In arriving at such a uniform special provision, we will give consideration to your ideas as set out in the provisions which you submitted for the Deer Creek-Hayes Hill Section, but we must, also, of course, give consideration to the opinions of the other division engineers and Mr. Klein.

Mr. W. E. Chandler -2-

OREGON STATE HIGHWAY COMMISSION

We have on several occasions tried to tie contractors down to better maintenance of detours, but the only way to get anywhere with that is to state specifically what is going to be required. An unspecific provision such as you proposed simply complicates the situation, particularly on a job such as the Deer Creek-Hayes Hill job which will hold over a winter. You can not require a contractor to surface detours unless you can tell him what detours you mean and give him other information which will enable him to make a reasonable estimate of the cost of the work to be done. If he is going to be required to do anything unusual in the way of maintenance of detours, we must give some definition both of the term "detour" and of the term "maintenance" and we must especially describe what we are going to require during the winter and spring months. If the matter is going to be left to the judgment of the engineer, then the standard clauses in regard to provision for traffic are as good as any.

While we are writing about the project, I wish to recommend again a grade change between Stations 1190 and 1220. A very large saving in cost can be effected by the use of one additional break in grade and by the use of two short stretches of five per cent grade. The break in grade will occur on a curve and will not be noticeable, and the change will materially reduce the lengths and depths of several objectionably deep cuts and fills. There certainly is not the slightest reason for the use of a 4.1 per cent grade between Stations 1190 and 1205, when the use of a five per cent grade would save several hundreds of dollars. There are also a number of places where borrow should be eliminated by revisions in grade and alignment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. E. Probert
Office Engineer

SHP:AP

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

RECEIVED
OCT 19 1926
OREGON

October 18th, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

In answer to your letter of October 16th regarding changes on the Deer Creek--Hayes Hill section, can advise as follows:-

1. My idea in these clearing and grubbing specifications was, if possible, to give the contractor a nearer idea of what we require in clearing. In going over the past two jobs on this highway, I note there are a number of stumps on which there could just as well be trees growing, and they present an appearance that is not very good in a country where we desire to have all the trees that are possible. It therefore was my desire to give them the idea that only such clearing as is necessary to be done will be done, rather than specify any definite width. I especially wished the clause regarding close cutting stumps. There is always a great deal of discrepancy in the way different bidders bid on clearing and grubbing, and I think this is because we do not give them a plain idea of the amount of clearing that we expect to be done.

2. In regard to the clause asked for in regard to line and grade revisions, it appears to me it is a very good clause in any contract that is let on a no classification basis, as there may be small revisions that a contractor might see fit to make a disturbance over.

3. The clause in regard to requiring the contractor to maintain detours was intended for such small detours as were required during the construction of new road, especially such detours as are required when, for instance, a new concrete box is placed on the old road and the contractor invariably detours traffic down the bottom of the creek bed and around the culvert. We had considerable trouble last year on the adjoining section of having these detours properly taken care of and I wished to have the contractor's special attention called to this feature.

I do not believe it necessary to make any changes in the specifications at this date, but simply wanted to state the reasons for putting in the special provisions which I did. I think that it will be best to carry a force account estimate in a sufficient amount to pay for close cutting

stumps that are left along the highway.

As there is no estimate for extra clearing this will therefore have to be done by force account work. I have found in the past that this force account work is very hard to keep track of and that their bills as presented are always surprisingly large and we do not have a good way of checking their work. This is the reason for the estimate for acreage on extra clearing.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

06 Pf 127 B

OREGON STATE HIGHWAY COMMISSION
Office of WM. E. CHANDLER, Division Engineer
GRANTS PASS, OREGON

October 21, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 19th inst., relative to cross-sections for the Deer Creek-Hayes Hill Section of the Redwood Highway. Since receiving your letter a further search has been made in this office and the cross-sections have been located. At the time of writing you they had been confused with another project and were erroneously filed.

We wish to call your attention, however, to the fact that the estimate requested in our prior letter has not yet been received. We would appreciate it if you would give this matter your early attention as the plans have now been submitted to the Bureau and the estimate should follow them as closely as possible.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

OR 127 B

October 19th, 1926.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

We cannot find the cross sections botween Deer Creek and Hayes Hill. It is entirely possible that these were sent to Mr. Kelly and never returned as they never have been in this office since I came here. It is also possible that they might have been transferred along with Mr. Wanzer's part of the office to Bend. I am writing him today to find out.

Is there a chance that they may have been misplaced at the Salem office.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F

PR #117 B

October 16, 1926.

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

In explanation of the changes which we have made in the specifications recommended for the Deer Creek-Hayes Hill Section, we wish to advise as follows:

1. The changes in the clearing and grubbing specification were made at Mr. Klein's suggestion as he considered it necessary to specify a definite area to be cleared. It would, of course, be difficult for a contractor to determine how many acres of clearing would be included within such an irregular area as would be bound by lines six feet outside of the slope stakes.

2. The clause in regard to line and grade revisions was eliminated for the reason that it does not appear likely that this job will involve any unusual or radical revisions. Minor revisions are amply provided for in the standard provisions.

3. The clause in regard to requiring the contractor to maintain detours and to add gravel where necessary appeared to be altogether too drastic, as it might be understood to apply to the maintenance during the winter of the whole of the old road, all of which will serve as a detour. We do not believe that you had in mind requiring anything in the way of maintenance of detours that is not required on most all of our jobs, and such maintenance is provided for in the standard provisions.

We do not believe that it is good business to run special provisions in regard to matters that are covered by the standard provisions, except where we contemplate requiring things that are not ordinarily required, and in such cases we should state very specifically what is going to be required, and what is not, so the contractor will be able to provide for same in his bid prices.

Mr. W. E. Chandler, #2

If you have serious objection to any of the changes made, please let us know so that corrections can be made.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

EHP:AP

October 15, 1926.

PR 127B
129-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 5900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing four copies of special provisions to cover the Deer Creek-Hayes Hill Section, Oregon Project 129-B upon which bids are to be received on the 20th of the present month.

The plans for the project are now being prepared and blue print copies of these plans, together with the necessary copies of the estimate will be sent to you in the near future.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

October 11, 1926

FR 127-B

Mr. W. E. Chandler,
Division Engineer,
Grants Pass, Oregon.

Dear Sir:

We are submitting the Deer Creek Hayes Hill Section of the Redwood Highway to the Bureau of Public Roads for their cooperation on it as a federal aid project.

In order to secure federal aid it isnecessary that we send the cross-sections for the project to the Bureau in connection with the federal aid plans. Therefore, please send these cross-sections to us at your earliest convenience.

It will also be necessary to submit an estimate of cost to the Bureau with the plans. Kindly send this estimate to us as soon as it may be prepared. This need not necessarily be the same estimate as you wish used by the Commission for comparison of bids, but can be more or less approximate.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by W. E. Chandler
Grants Pass, Oregon.

CONTRACT# 934,

SEE:

CONTRACT# 1072

930

934 SEE: 1072 # 2

CONTRACT #942

PR 127 Grants Pass-George Ranch 1925-1927

#942

#942

Josephine Co
PR# 127

October 4, 1927

The Aetna Casualty & Surety Company,
Webb, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 968 for the construction of six small bridges on the Redwood Highway in Josephine County near Grants Pass has been completed by the contractor C. E. Plowes and that final settlement will be made by the State with said contractor for work done under said contract on or after October 14th, 1927.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract was $22,939.11 of which amount $250.84 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. E. Glaimyer,
Chief Clerk.

Dict. by J. McFarland.

#942
Pro folder
PR#127

August 31,1927

Mr. A. E. Neeb.
401 E. Street,
Grants Pass, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 27th inst. in which you enclose statement of your claim in the sum of $112.75 for hauling sand for O. N. Pierce in connection with his contract for the construction of bridges on the Redwood Highway.

We wish to inform you that the protection offered you in connection with your claim is the bond furnished by Mr. Pierce in this instance. This is a surety bond and is for the protection of labor and material claims. The Aetna Casualty Insurance Company appears as surety on this bond and their agents are Bates, Lively & Pearson, who have offices in the Yeon Building, Portland. We would suggest that you take the matter up with the bonding company and if you do not secure satisfaction by doing this, then you still have recourse to action in court. You should file notice of this claim with the Secretary of State in accordance with the provisions of Section 2991, Oregon Laws.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

August 31,1927

Mr. O. N. Pierce,
1368 Lombard Street,
Portland, Oregon.

Dear Sir:

We have today received a letter from A. E. Reeb of Grants Pass, advising us of his claim against you for hauling sand in the sum of $112.75, this in connection with your contract for the construction of bridges on the Redwood Highway near Grants Pass.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

W. B. Glaisyer
Chief Clerk

WBG:L

August 31,1927

Aetna Casualty & Insurance Co.;
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We wish to inform you as surety on the bond of O. N. Pierce in connection with State Highway Contract No. 942 for the construction of six bridges on the Redwood Highway near Grants Pass, that we have today received from A. E. Neeb of Grants Pass a statement of his account in the sum of $112.75 for hauling sand used in connection with this work. Mr. Neeb says that he has requested payment a number of times from Mr. Pierce but has received no remittance as yet.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

401 E St Grants Pass Ore.
Aug. 27. 1927.

State Highway Department,
Salem Oregon.

Dear Sir -

I am sending this statement
for sand and gravel hauled for bridges,
built by A N Pierce on Redwoods Highway,
Hays Hill project, across Slate creek and
Butcherknife creek.

I have sent this statement different times
to Mr Pierce but have received no
remittance.

Will you please give your attention
to this claim.

Yours Truly
R. E. Neet

ANSWERED
H. B. G.

A E Reed 401 E St
Grants Pass Ore.
Aug 27 1927.

A N Pierce Const Co.
1368 Lombard St
Portland Oreg.

June	18	haul sand	13 1/3 yd @ 1.75	23.62
"	20	"	17 1/2 " @ 1.75	30.63
July	8	"	9 " @ 3.00	27.00
"	18	"	9 " @ 1.75	15.75
"	20	"	9 " @ 1.75	15.75
				117.75

Ok'd by A R Phelps. (foreman)

#912 Josephine Co

PR-127

August 20, 1927.

The Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to O. E. Pierce on contract No. 942 for the construction of six small concrete bridges on the Redwood Highway in Josephine County.

This payment will be made on or after August 30th, 1927.

Very truly yours,

ROY A. KLEIE,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

File PR 127

March 8, 1927.

C. E. Pierce Co.
1868 Lombard St.
Portland, Oregon.

Gentlemen:

Enclosed please find one fully executed copy of contract #942 awarded to you by the State Highway Commission covering the construction of bridges over Glenn Creek, Slate Creek and Butcher-knife Creek on the Redwood Highway near Grants Pass in Josephine County. This copy is for your records and files.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glainger,
Chief Clerk.

HBG:S
Enc

PR 127

February 5, 1927.

H. H. Pierce & Company,
1560 Lombard St.
Portland, Oregon.

Gentlemen:

Attached please find four copies of the contract and bond covering the construction of the Clear Creek, Slate Creek and Butchersknife Creek bridges near Grants Pass in Josephine County on the Redwood Highway, awarded to you by the Highway Commission on the 27th of January, 1927.

Please execute all four copies of the contract and bond and return them to this office for the approval of the members of the Highway Commission, after which one fully executed copy will be returned to you for your files and one to the surety on your bond.

Your attention is called to the paragraph on page 10 relating to the workmen's compensation act. You are expected to carry on your work in strict compliance with the terms of this clause.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

JS
Enc.1

Sent via express

January 12, 1927

Hon. E. W. Miller,
Senate Chamber,
Building.

My dear Senator Miller:

For your information, on January 27th the Highway Commission will receive bids for the surfacing of the Deer Creek-Hayes Hill Section of the Redwood Highway. Included in the same contract is 3600 yards of maintenance material to be used on the section between O'Brien School and the California state line in anticipation of the oiling program. The contractor will finish crushing this maintenance material and then move up to the Deer Creek-Hayes Hill Section, the grading of which we anticipate will be completed by that time.

The oiling program for 1927 in Josephine County includes the oiling of the four miles west of Grants Pass and the entire section between Selma and the California line.

On the January 27th meeting, the Highway Commission is also advertising for all the bridges between Hayes Hill and Shattuck Corner, so that the bridge work will be completed at the same time as the grading.

I am pleased to advise that the contractors who received the contract for the grading between Shattuck Corner and Hayes Hill are moving in and have indicated their intention to prosecute the work vigorously, beginning at once.

Very truly yours,

State Highway Engineer.

RAK:HI

PR #127

November 23, 1926.

Mr. W. B. Chandler,
Division Engineer
Grants Pass, Oregon.

Dear Sir:

As it now appears possible that the State Highway Commission will wish to receive bids on December 22, for the grading of the section of the Redwood Highway which is between the north end of the Hayes Hill Section and the Applegate River, we request that the maps, profiles, cross-sections and other information necessary for the preparation of the plans and specifications be submitted. This information should be in our hands by not later than December 1.

Please do not give this matter any publicity as we are not sure as to what action will be taken by the Highway Commission.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

February 8, 1926.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

I note your letter of February 2, suggesting an alternate line on the Redwood Highway to eliminate the two railroad crossings of the California and Oregon Coast Railroad just out of Grants Pass. No doubt there is considerable merit in your suggestion that this line change be made, both as a feature in the saving of distance and also the avoidance of two railroad crossings. However, it is a fact that train service on this branch line will continue to be quite light, at least until the road is extended to a greater length, and the present hazard would not seem to warrant any very large expenditure.

We have to have the east crossing for the Pacific Highway in any event, and there is the further fact that we accepted the other location when the county graded and surfaced the four mile unit a few years ago. This railroad is somewhat in the nature of an industrial spur; at least there will be no fast trains over it. Also, except for the hauling of limestone from the quarries and the output of a few lumber mills, the prospects do not seem to be very encouraging for any change in the present status.

I will look over the project the next time I am in Grants Pass, but must say at the present time I am not very much impressed as to the necessity for it.

Very truly yours,

State Highway Engineer.

RAK:HI

COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

[redacted]

Grants Pass, Oregon.
Feb. 2, 1926.

IN YOUR REPLY PLEASE REFER TO FILE NO.

ATTENTION:

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

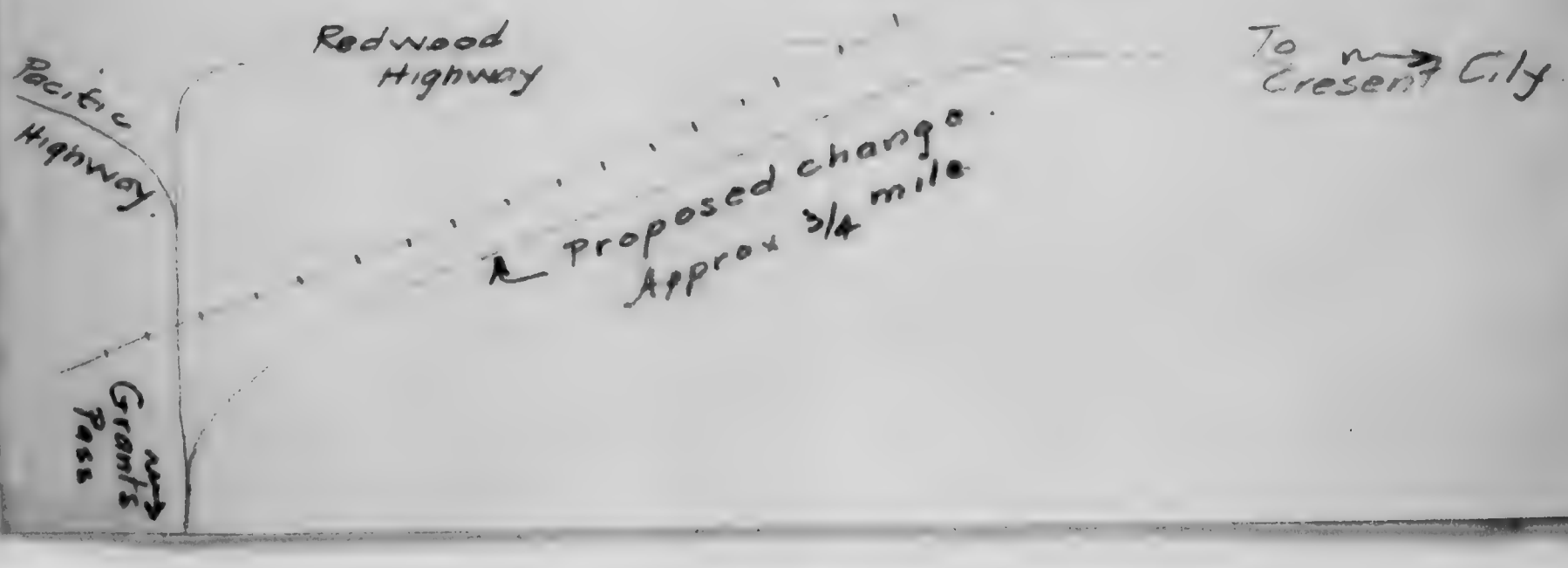
On the beginning of the Redwood Highway immediately off the Pacific Highway there aretwo grade crossings. There are two trains a day each way on the railroad; mostly lumber and ore being handled. I am told the road as now built pays operating expenses and there is little or no chance that it will be abandoned.

There should be no right-of-way trouble there at present. My thought was that if you approve I will take the matter up with Judge Pollock and see if they would be willing to get the right-of-way now if we would make the survey.

This land is now under irrigation and will soon become more valuable. The change should be made before the grading is completed on the Redwood Highway to Grants Pass.

Very truly yours,

W. E. CHANDLER,
Division Engineer.



9127

December 15, 1925.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Post Office Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of December 14, referring to Oregon Project No. 127, Grants Pass-George Ranch Section of the Redwood Highway, in which particular reference is made to a grade crossing of the California and Oregon Coast Railroad near Grants Pass, the railroad you refer to is a very short branch line railroad which serves the lime quarries at Marble Mountain and one or two small saw mills at Waters Creek, the total length of the line being about fifteen miles. This railroad has had a very precarious existence and it is doubtful if it is on a paying basis. About a year ago, when the bridge washed out over the Rogue River, it was quite doubtful whether the bridge would be replaced. At the present time there is not over one train a day in each direction. In fact, the railroad serves merely as a switching track.

The easterly crossing of the railroad is on the Pacific Highway before the turn-off on the Redwood Highway is made; consequently, it is necessary to maintain this crossing for Pacific Highway travel. A relocation, then, would affect only the westerly crossing.

The first four miles of the highway out of Grants Pass has been improved by the county according to our surveys and under our supervision and is in very good condition at the present time. Federal Aid will not be asked on that particular four mile unit, although the project was drawn to cover the entire distance. This section is all under the Grants Pass Irrigation District and is cut up into small farms, therefore, the cost of securing right of way would be a considerable item; and there is the further fact that the present road would have to be maintained for the benefit of the local residents. Under these circumstances, until the traffic on the highway increases to a much greater degree and the railroad is built through to the coast and develops a much larger traffic on its lines, it would seem inadvisable to make an expenditure to eliminate the railroad crossing referred to.

I am advised that the railroad track is not kept up in very good condition, and consequently the movement of trains is necessarily slow. At the crossing referred to, there is plenty of sight distance,

and with trains traveling at a slow speed, it would seem that the traffic hazard is reduced to a minimum.

Very truly yours,

State Highway Engineer.

RAK:HI

UNITED STATES DEPARTMENT OF AGRICULTURE,

BUREAU OF PUBLIC ROADS,

DISTRICT No. 1.

IN YOUR REPLY PLEASE

REFER TO FILE No. .....

POST OFFICE BUILDING,
PORTLAND, OREG.

December 14, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to Oregon 127, Grants Pass-George Ranch section of Redwood Highway.

There is a grade crossing of the California and Oregon Coast Railroad near Grants Pass, which can easily be eliminated by relocation of less than one mile of road.

We believe that steps should be taken toward securing the necessary right-of-way as soon as possible, in order that the matter may be cleared up before plans are submitted for this portion of the project.

Very truly yours,

C. H. Purdy,
District Engineer.

:o

December 1, 1925. PR 127

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four copies of project statement covering the Grants Pass-George Hannah Section of the Redwood Highway in Josephine County.

We have assigned No. 127 to this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. N. DeSouza/AP
Encls.

STATE Oregon

PROJECT NO. 127
(Not to be filled in)

Form FR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) November 10, 1923

The Secretary of Agriculture,
Washington, D. C.

Sir: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Redwood Highway

2. Between control points of official description: Grants Pass and California Line

3. Between intermediate control points if used: Grants Pass and Smerge Ranch

County of Josephine

4. Length in miles (gross) 32.1 (net) 32.1

5. Preliminary estimate of cost: Total, $ 500,000.00; section of road to be first improved, $ 250,000, of which $ 50,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (*a*) State: (Amount.) Sufficient to insure completion. Sale of bonds or current income (Source; refer to statute.)

(*b*) County (Amount.) (Source; refer to statute.)

8—5072

7. Funds for maintenance to be provided by ..... State ..... from the following
(State or (and) county.)

sources: ..... Resolution of Aug. 17, 1917 - Chapter 237, Laws of 1917 .....
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: ..... Treasurer of the State of Oregon .....

..... Capitol Building, Salem, Oregon .....

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: .....

.....

.....

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: .....

..... None .....

.....

.....

11. Additional remarks: .....

.....

.....

.....

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

..... OREGON STATE HIGHWAY COMMISSION .....
(Official title of Highway Department.)

By .....

..... CHAIRMAN .....
(Title of officer.)

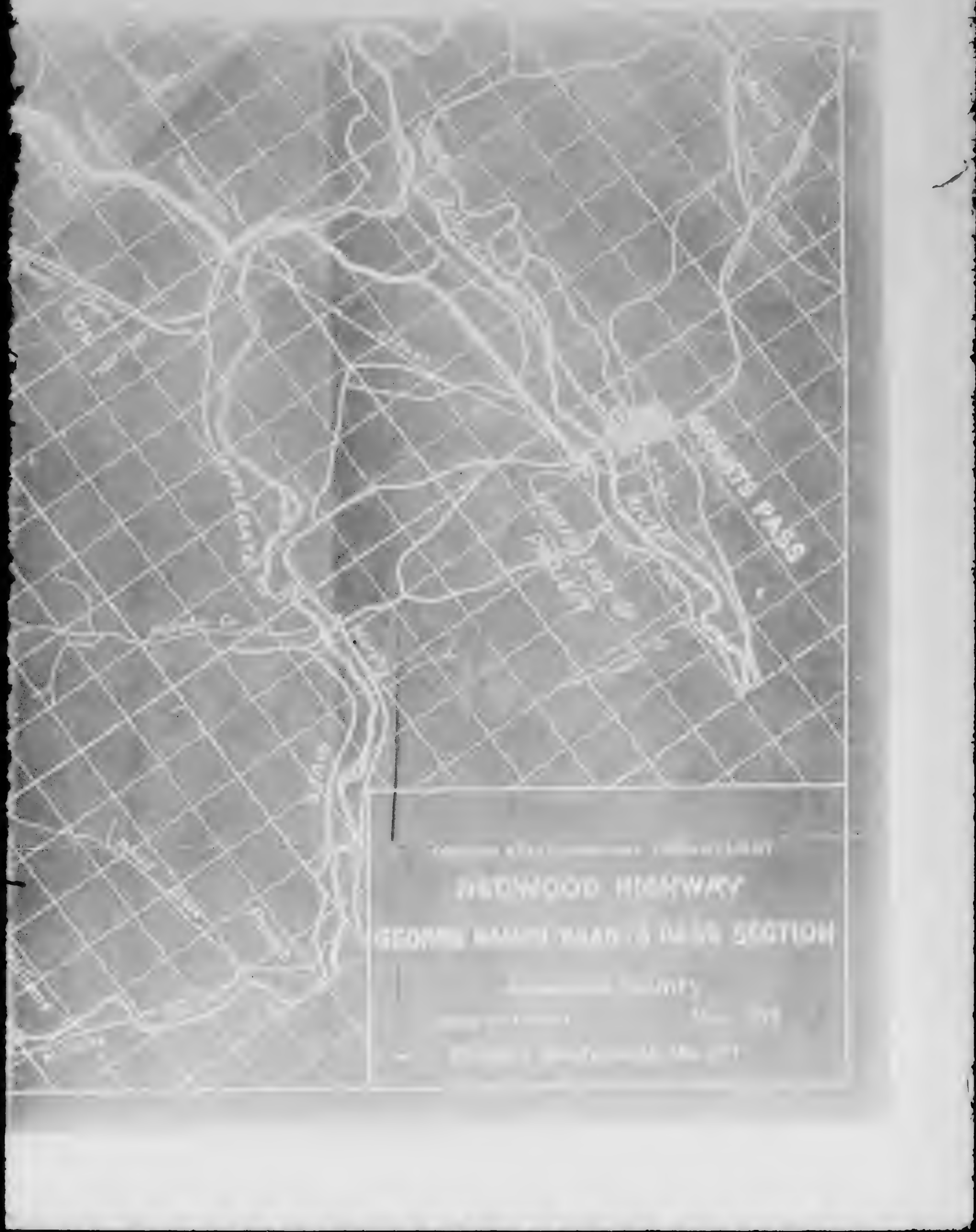
By .....

..... COMMISSIONER .....
(Title of officer.)

By .....

..... COMMISSIONER .....
(Title of officer.)

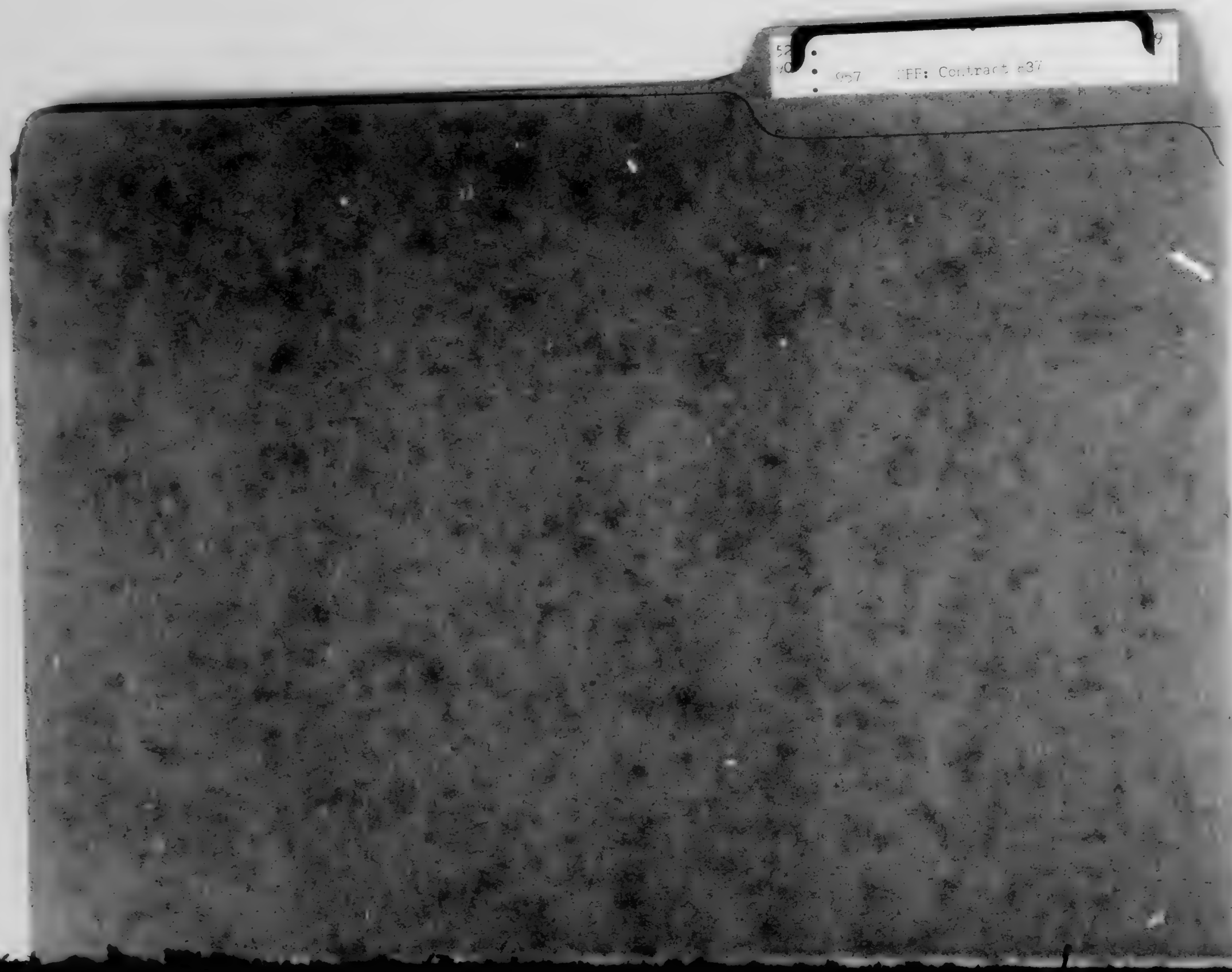
[illegible] PRINTING OFFICE 8—5072


REDWOOD HIGHWAY

CONTRACT #957,

SEE:

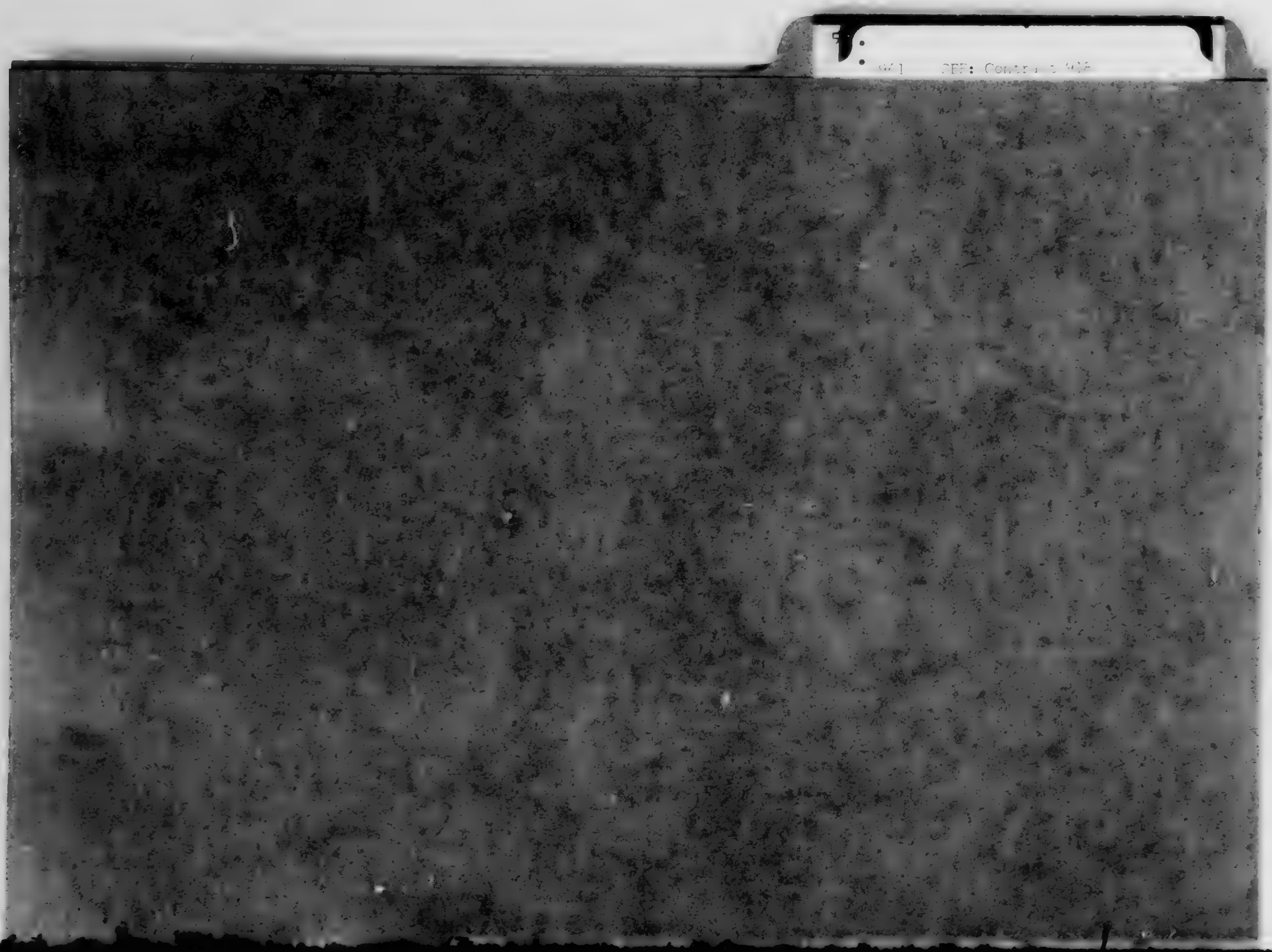
CONTRACT #837,


527
OFF: Contract #37

CONTRACT#961,

SEE:

CONTRACT#918,



CONTRACT#965,

PR 129-F Rockaway-Garibaldi 1927

945

PR1297

October 14, 1931

Mr. Guy F. Atkinson,
% Howard P. Arnest,
1221 Yeon Building,
Portland, Oregon.

Dear Sir:

I am handing you herewith State Highway Fund Voucher covering final payment to you for the grading of the Rockaway-Garibaldi Section of the Oregon Coast Highway in Tillamook County, State Highway Contract #665.

This voucher has been signed by the State Highway Commission and is now ready for presentation to the Secretary of State as soon as it has been signed by yourself.

By way of explanation, I wish to say that the voucher which you previously signed was not prepared on the proper form; hence, it could not be used. Our requirement is that the voucher in connection with contract jobs be prepared on our standard forms for contract estimates.

Another thing which we wish to call to your attention is the omission of the interest charge of $81.26. The Attorney General has ruled that the State Highway Commission is without authority to pay interest charges; therefore, it was necessary to leave out this particular item.

Will you kindly sign this voucher in the usual place and also sign the affidavit in the front certifying that all claims have been fully paid? It is necessary that this be signed before payment can be effected. As soon as you return this voucher, properly signed, we will immediately present it to the Secretary of State and request that he expedite the issuance of the warrant.

I am returning herewith the original voucher, bearing your signature, as this cannot be used.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

11-29

~~Attach signed copy of~~ Contract, and put this in Atkinson file.

Rak

PIC-297

BETWEEN GUY F.
COMMISSION

STATE OF OREGON }
County of Multnomah } ss. AWARD OF ARBITRATION.

WHEREAS, on the 18th day of June, 1931 an Arbitration Agreement was duly entered into between the OREGON STATE HIGHWAY COMMISSION as the party of the first part and GUY F. ATKINSON the party of the second part, which Arbitration Agreement is hereto attached and made a part of this award.

AND WHEREAS, by the terms of said Arbitration Agreement GEO. W. GAUNTLETT of Grays Harbor, Washington, CHAS. T. PARKER of Portland, Oregon and JAMES ALLEN of Olympia, Washington, were named as the Board of Arbitrators to pass upon and settle the claims listed in said Arbitration Agreement.

WHEREAS, said Board of Arbitration did on the 20th day of June, 1931, meet in the City of Portland pursuant to said Arbitration Agreement and did take the oath as required by law, said oath being hereto attached and made a part hereof and did further on said 20th day of June, 1931, organize in the City of Portland, Oregon, by electing Geo. W. Gauntlet as Chairman and Chas. T. Parker as Secretary.

NOW, THEREFORE, said Arbitrators do certify, find and make the following

115-297

IN THE MATTER OF THE CONTROVERSY BETWEEN GUY F. ATKINSON AND OREGON STATE HIGHWAY COMMISSION

STATE OF OREGON)
) ss. AWARD OF ARBITRATION.
County of Multnomah)

WHEREAS, on the 18th day of June, 1931 an Arbitration Agreement was duly entered into between the OREGON STATE HIGHWAY COMMISSION as the party of the first part and GUY F. ATKINSON the party of the second part, which Arbitration Agreement is hereto attached and made a part of this award.

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NOW, THEREFORE, said Arbitrators do certify, find and make the following award.

1. On the 20th day of June, 1931 the members of the Board accompanied by the contractor, Guy F. Atkinson, and the District Engineer for the Oregon State Highway Commission, did go to Tillamook, Oregon and on said 20th day of June and on the 21st day of June, 1931, did view the premises.

On the 24th day of June, 1931, the members of the Board of Arbitration met in the City of Portland by agreement and adjourned to [illegible]n July 13, 1931 in the City of Portland, Oregon to hear the testimony of the [illegible]rties.

On the 13th, 14th and 15th days of July, 1931, in the City of Portland, Oregon, the members of the Board met and heard the testimony of the parties to the

controversy and the arguments of counsel. The Oregon State Highway Commission was represented by its attorney J. M. Devers and the contractor, Guy F. Atkinson was represented by his attorney Howard P. Arnst. Witnesses were sworn on behalf of both parties, documentary evidence was submitted and after both parties had rested, the members of the Board heard the arguments of the respective attorneys.

Thereafter, and to-wit; on August 4th, 1931, the members of the Board of Arbitration again went to Tillamook, Oregon, and viewed the premises. Thereafter, and to-wit; on the 5th, 6th and 7th days of August, 1931, the members of the Board of Arbitration met in the City of Portland, Oregon and reviewed and considered the testimony and arrived at their conclusion and award.

2. Under the terms of the Arbitration Agreement the following claims were submitted to the Board of Arbitrators for settlement:

A. Force Account Bills:

I. (F F F)	Resloping cut sta. 573			$ 66.73
II. (M M M)	Refinishing grade sta. 652-679			152.43
III. (B)	Grading approaches Sta. 543			29.55
IV. (X X)	Raising rubble wall sta. 575-577-85			
(a)	Claim	$ 194.81		
(b)	Credit 6.47 yds at $10.00	64.70		130.00

B. Unsettled Final Quantities:

V. (Item B)	Balance extra clearing and grubbing			692.03
VI. (Item E)	Additional class C excavation			9226.16
VII. (Items I & J)	Overhaul and truck haul:			
(a)	Overhaul	$ 1737.84		
(b)	Credit on truck haul	506.70		1231.14

C. General Claims:

VIII. (4)	Cost of watchmen		522.76
IX. (6)	Damages, breach of contract in ouster from		
X (5)	Watseco Cut		3293.40
X (5)	Damages, breach of contract, closure September 10th		42646.56

It is the unanimous judgment and award of the Board of Arbitrators that the claims as submitted to them under the terms of the Arbitration Agreement be allowed or disallowed in the following amounts:

A. Force Account Bills:

Claim No. I disallowed in its entirety	
Claim No. II allowed in the sum of	$ 152.43
Claim No. III disallowed in its entirety	
Claim No. IV allowed in the sum of	130.11

B. Final Quantities:

Claim No. V disallowed in its entirety	
Claim No. VI allowed in the sum of	6400.00
Claim No. VII allowed in the sum of	615.57

C. General Claims:

Claim No. VIII allowed in the sum of	484.03
Claim No. IX allowed in the sum of	1659.40
Claim No. X allowed in the sum of	19224.03

The total of the claims as allowed by the Board amounts to the sum of - - - - - - - - - - - - - - - 28865.57

The balance of the claims are disallowed.

3. It is, therefore, the judgment and award of the Board of Arbitrators that the said Guy F. Atkinson be awarded and allowed the total sum of $28,865.57 from the Oregon State Highway Commission on the claims submitted for arbitration in the Arbitration Agreementand that the balance of said claims be disallowed.

4. The per diem and expenses of the Board of Arbitrators amount to $1,200.00 each, making a total of $3,600.00 which - according to the Agreement for Arbitration - is to be paid one-half by each party.

WITNESS OUR HAND AND SEAL this 31st day of August, 1931

(sgd.) Geo. W. Gauntlett

(sgd.) James Allen

(sgd.) Chas. T. Parker
BOARD OF ARBITRATORS

File with Atkinson and not filed F & K

Telephone 405

INC.

Copies made for Messrs. Clarke, Probert & Devers 8-13-31

hg

July 13th., 1931.

PR 1297

In the matter of the Robinson claims the board has agreed on all items except one. Parker is holding out for interest at 6% from the date of the final estimate on all items allowed by the board, and I contend that in view of the fact that this delay was caused in large part by the pigheadiness of the contractor and the further fact that the claim for interest is not before the board, not having been submitted with his list of claims, the board has no authority to pass on same. This leaves it up to Gauntlett and he has not as yet passed upon it.

The claims as agreed upon and allowed amount to some $29,000 which is $8,000 more than in my opinion he is entitled. This comes from item IO;

"Damages, breach of contract, closure September IOth." $42,646.56.

On this item Parker and I were $I6,000 apart and Gauntlett split the difference.

On item 6, "Additional Class "C" Excavation $9226.I6, the board has allowed him $6,400 which is more than I think he has coming, if anything, but as Gauntlett and Parker wanted to give him the amount of his claim of $9226.I6 it is the best I could do under the circumstances, being as I was handicapped by the miserable showing the State made on this claim .

In the nature of things a settlement of this kind has to be compromise and on the whole I believe the board has been fair to both parties with the possible exception as stated above.

I suppose the report of the board will be submitted in a few days.

Sincerely yours

James Allen

Telephone 405

ALLEN & GOVAN, INC.
Engineering and Contracting

OLYMPIA, WASH.

Copies made for Messrs.
Clarke, Probert & Devers
8-13-31

July 13th., 1931.

PP 1297

Mr. Roy A. Klein

Salem, Oregon.

Dear Roy;

In the matter of the Atkinson claims the board has agreed on all items except one. Parker is holding out for interest at 6% from the date of the final estimate on all items allowed by the board, and I contend that in view of the fact that this delay was caused in large part by the pigheadiness of the contractor and the further fact that the claim for interest is not before the board, not having been submitted with his list of claims, the board has no authority to pass on same. This leaves it up to Gauntlett and he has not as yet passed upon it.

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I suppose the report of the board will be submitted in a few days.

Sincerely yours

James Allen

P. O. Box 105 Telephone 405

ALLEN & GOVAN, INC.
Engineering and Contracting
OLYMPIA, WASH.

		Claims.		Allowed.	
CLAIM NO.	I.	$ 66.73			
" "	2.	I52.43	-------	$ I52.43	
" "	3.	29.55			
" "	4.	I30.II	------	I30.II	
" "	5.	692.03			
" "	6.	9,226.I6	------	6,400.00	
" "	7.	I,23I.I4	------	6I5.57	
" "	8.	484.03	------	484.03	Admitted by State
" "	9.	3,293.40	------	I,859.40	
" "	IO.	42,646.56	------	I9,224.03	
		$ 57,952.I4		$ 28,865.57	

Claim No. IO.

Allen	$ II,224.03
Parker	27,224.03
Gauntlett	I9,224.03

PR1297

June 9, 1951

Mr. James Allen
P. O. Box 105
Olympia, Washington

Dear Mr. Allen:

Receipt is acknowledged of your letter of June 8, advising that Mr. Parker and yourself have agreed upon Mr. George Gauntlet of Aberdeen as the third member of the arbitration committee to consider the claims of Mr. Guy F. Atkinson on the Rockaway-Garibaldi grading contract. The selection of Mr. Gauntlet is quite satisfactory to this department.

I note that you will be at the Multnomah Hotel Friday night, June 19. I will arrange to have Mr. H. D. Clarke, our division engineer, meet you that evening so that preliminary arrangements for considering the matter may be discussed. Mr. Clarke will bring with him three sets of the specifications and contract, together with copies of profile and other data bearing on the job. If you wish a copy of these sent to you in advance of that date, I will be pleased to have them sent at once.

I note that you say one of the first things will be to look over the job. The project, as you know, is located on the coast just north of Tillamook, and if you desire, this department would be glad to furnish the committee with a car and driver to take you over and stay with you as long as needed. The trip can be made in a few hours from Portland. There are good hotel accommodations at Tillamook.

If there is anything further which comes to your mind between now and the date of the meeting, please advise.

Very truly yours

State Highway Engineer

R&K:HI

P. O. Box 105 Telephone 405

ALLEN & GOVAN, INC.
Engineering and Contracting
OLYMPIA, WASH.

June 5th. 1931.

Mr. Roy A. Klein.
Salem, Oregon.

Dear Sir;

Mr. Parker and I have agreed upon Mr. George Gauntlet of Aberdeen, Washington, as the third member to consider the claim of Mr. Atkinson.

Mr. Gauntlet is an Engineer of wide experience and we both have the utmost confidence in his judgment and fairness.

Mr. Gauntlet and I will leave here Friday June 19th. and will be at the Multnomah Hotel Friday night. Saturday morning we are to meet Mr. Parker at his office in the Couch Building.

About the first thing we will want to do will be to go over the job. I understand from Mr. Parker that he expects Mr. Atkinson to come up and go with us and we will have to have a representative from the Highway Department, one familiar with the details of the work, to go also.

Also we would like to have a set of the plans and specifications.

Respectfully
James Allen.
James Allen.

RECEIVED
JUN 8 1931

.. .. Box 105

PR1298

Telephone 658

ALLEN & GOVAN, INC.
Engineering and Contracting
Olympia, Wash.

June 8th, 1931.

Mr. Roy A. Klein.
Salem, Oregon.

Dear Sir:

Mr. Parker and I have agreed upon Mr. George Gauntlet of Aberdeen, Washington, as the third member to consider the claim of Mr. Atkinson.

Mr. Gauntlet is an Engineer of wide experience and we both have the utmost confidence in his judgment and fairness.

Mr. Gauntlet and I will leave here Friday June 10th. and will be at the Multnomah Hotel Friday night. Saturday morning we will meet Mr. Parker at his office in the Couch Building.

About the first thing we will want to do will be to go over the job. I understand from Mr. Parker that he expects Mr. Atkinson to come up and go with us and we will have to have a representative from the Highway Department, who familiar with the details of the work, to go also.

Also we would like to have a set of the plans and specifications.

Respectfully

(Sgd) JAMES ALLEN

James Allen.

Box 105 Telephone 405

ALLEN & GOVAN, INC.

Engineering and Contracting

Olympia, Wash.

COPY

June 5th, 1951.

Mr. Roy A. Klein.

Salem, Oregon.

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Also we would like to have a set of the plans and specifications.

Respectfully

(Sgd) JAMES ALLEN

James Allen.

PR 1298

March 25, 1931

Mr. James Allen
Allen & Govan, Inc.
Olympia, Washington

Dear Sir:

You will recall that some months ago I asked you if you would be in a position to serve on a board of arbitration to pass on some claims arising in connection with one of our contracts on the Coast Highway in Tillamook County. At that time you indicated a willingness to serve, provided it did not interfere with your other engagements.

The matter has dragged along for some time, but today we are in receipt of a letter from Mr. Howard P. Aimes, attorney for the contractor, Mr. Guy P. Atkinson, who advises that he has selected as his representative on the board Mr. Charles T. Parker of Portland. Mr. Parker is a member of the firm of Parker-Schram Company, contractors, whose address is Couch Building, Portland.

Since so long a time has elapsed since I first talked to you about the matter, I hope that the delay will not make it difficult for you to serve. If you feel that you can take on this work for us, I would like to have you get in touch with Mr. Parker at Portland at your convenience. The arrangement which we had was that the two arbitrators selected should themselves select the third man on the board. If you will advise us when the board has been organized, we will then arrange to submit the matters concerning which there has been a difference.

Very truly yours,

State Highway Engineer

RAK:HI

cc Mr. Devers
Mr. Clarke

PR 1295

March 25, 1931

Mr. Howard P. Arnest
Attorney at Law
Yeon Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 21 in which you advise that Mr. Guy F. Atkinson has named Mr. Chas. T. Parker of Portland, Oregon as his selection upon the board of arbitration to pass upon claims growing out of the Rockaway-Garibaldi Section, contract No. 965, Coast Highway, Tillamook County.

I am pleased to advise that the State Highway Commission sometime previously selected Mr. James Allen of Olympia, Washington as its choice for this board. Mr. Allen is a member of the contracting firm of Allen & Goven, Inc., and may be reached by addressing him at Olympia, Washington.

I am today writing to Mr. Allen, advising that Mr. Parker will serve on the Board as Mr. Atkinson's representative and requesting him to get in touch with Mr. Parker at his convenience.

Very truly yours,

State Highway Engineer

RAK:HH

14-129F

Southern Pacific Company
Portland, Oregon

Alfred A. Hampson
General Attorney

RECEIVED
FEB 24 1931
OREGON
HIGHWAY COMMISSION

Reading, Roseburg, Garibaldi Section

February 21, 1931.

REGISTERED MAIL
RETURN RECEIPT REQUESTED

Mr. Roy Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:

Mr. Howard Arnest, attorney for Mr. Guy F. Atkinson, has delivered to me certified claim No. A 965-17, authorizing payment of $7,094.70 on estimates on Mr. Atkinson's contract on the Rockaway-Garibaldi section of the Roosevelt Coast Highway, together with assignment in favor of Southern Pacific Company.

Upon presentation of this claim and the assignment thereof, I executed and delivered duplicate forms of release of all claims on the part of Southern Pacific Company against Mr. Atkinson and/or against the State Highway Commission in connection with Mr. Atkinson's contract above mentioned.

Apparently the next step to be taken is to have this claim audited and allowed by the Secretary of State, but as I am unfamiliar with the procedure necessary to procure a warrant from the State Treasurer, I am enclosing this assignment and claim with this letter and am requesting you to take the necessary steps to see that a warrant payable to Southern Pacific Company in the sum of $7,094.70 is delivered to me.

Very truly yours,

Alfred A. Hampson

14-F

PR #129F

Feb. 11, 1931.

Mr. Howard P. Arnest,
Yeon Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of February 7th, this will advise that the execution, by Mr. Atkinson, of the two vouchers which were sent to you with our letter of February 6th, will not be looked upon as an acceptance of the amounts of these vouchers as settlement of the claims, which, in accordance with previous arrangements, are to be submitted for consideration by the Board of Arbitration.

Very truly yours,

KAY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

SHP:ER

Howard P. Arnest
Attorney at Law
Yeon Building
Portland, Oregon

February 7, 1931

Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:

This acknowledges your letter of February 6th with inclosed vouchers in connection with the Atkinson contract. Thank you for the attention given the matter. I am sending these to Mr. Atkinson for his signature thereon. You may rest assured that the voucher to be assigned to the Southern Pacific Company will be in full of its claim against Mr. Atkinson as that is our arrangement with them.

I note that your voucher has on it the statement that the same is final,- this, of course, is not the fact and it cannot be accepted upon that basis or understanding. As I stated to you in my letter of January 19th, these sums will be in full of estimate No. 17 but will leave open matters to be arbitrated. Will you kindly write me a letter confirming such as the fact.

Very truly yours

Howard P. Arnest

HPAhw

Present

February 6, 1931.

Mr. Howard P. Arnest,
Yeon Building,
Portland, Oregon.

Dear Sirs

In accordance with previous correspondence, we are mailing to you herewith two vouchers covering payments in connection with the Guy F. Atkinson contract for the grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway.

One of these vouchers is in the amount of $7,084.70, and is prepared for assignment to the Southern Pacific Company. The other is in the amount of $2,992.24, and is drawn in direct favor of Mr. Atkinson. Kindly arrange for the execution of these vouchers and return them to us for payment.

The apparent delay in getting these vouchers to you was occasioned by our having had to correspond with the Southern Pacific Company in regard to the amount of their claim against Mr. Atkinson. We have not yet had an acknowledgment from the Southern Pacific Company that the amount of $7,084.70 will be accepted by it in full settlement of its claim. Superintendent R. L. King advises us, however, that if Mr. Atkinson will indicate that he is willing to settle for that amount, he (Mr. King) will recommend to his superiors that settlement be made for that amount.

We will, of course, make no release to Mr. Atkinson until we have assurance from the Southern Pacific Company that the amount of $7,084.70 will be accepted by it as full settlement of its claim.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

SHP:ER
encl.

Howard P. Arnest
Attorney at Law
Yeon Building
Portland, Oregon

February 3, 1931

Roy A. Klein
State Office Building
Salem, Oregon

Re: Guy F. Atkinson, Contract 965

Dear Sir:

Following our conversation by telephone on January 17th, I wrote you requesting vouchers for distribution of the available residue of $10,086.94 under the above contract, and further by letter of January 23rd explained that the voucher of $7094.70 was for use in settlement of the Southern Pacific Company claim.

I had expected to have these vouchers for the signature of Mr. Atkinson by this time and am calling the matter to your attention and ask that you kindly get them to me as soon as possible.

Very truly yours

Howard P. Arnest

HPAw

Protest

February 2, 1931.

Mr. E. L. King,
Superintendent of Southern Pacific Co.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of January 30th, concerning your claim against Contractor Guy F. Atkinson for extra expense incurred on account of Mr. Atkinson's operations on the Rockaway-Garibaldi Section of the Roosevelt Coast Highway.

At Mr. Atkinson's request, we are now preparing a voucher and will shortly issue a warrant drawn in favor of Mr. Atkinson in amount of $7,004.70. This warrant, when drawn, will be assigned to the Southern Pacific Company, and will be mailed directly to you or any other official of your company that you may name.

It appears to us that Mr. Atkinson's request to have this payment so handled is sufficient indication of his willingness to settle with your company on the basis mentioned in your letter of instant your taking the matter up with other officials of your company in an endeavor to secure the waiver of the 10 per cent to which reference is also made in your letter.

We trust that we will hear from you favorably in this matter as we are anxious to have this settlement between Mr. Atkinson and your company completed as an assistance to our securing a final settlement with Mr. Atkinson.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

SHP:ER

Southern Pacific Company

PORTLAND, OREGON
January 30, 1931

IN REPLY PLEASE REFER TO
AX-1359

E. L. KING,
SUPERINTENDENT

Mr. S. H. Probert, Office Engr.,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

Further reference to our exchanged correspondence and yours January 27th, regarding our bill against Mr. Guy F. Atkinson:

The total amount of this bill against Mr. Atkinson is $7,760.10, from which should be deducted $150.00 cash deposit made by him, leaving a balance of $7,610.10. My former letter was somewhat in error as to that.

We also stated to Mr. Atkinson and his attorney that we would be willing to recommend to our people that we waive the 10% attached to all of our bills for superintendence, which would further reduce the bill $516.00, making the total $7,094.10, provided he indicates a willingness to dispose of the matter promptly on that basis. If this is agreeable to Mr. Atkinson, we will then take up with our people in an endeavor to secure waiver of the 10% which is always charged in such matters, and if Mr. Atkinson will indicate to us that he is willing to dispose of it on that basis we will proceed accordingly. Otherwise we are not in position to make any reductions other than that indicated, leaving a total of $7,610.10.

Yours very truly,

W. Kay

Use 7094.70

January 27, 1931.

Mr. E. L. King,
Division Superintendent,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

In order to secure a settlement of your claim against Contractor Guy F. Atkinson, in connection with work performed under his contract for the grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway, we are arranging to prepare a voucher in favor of Mr. Atkinson in the amount of your company's claim against him, and to have Mr. Atkinson assign the full amount of this voucher to your company.

In your letter of January 21st, you informed us that the amount of your claim against Mr. Atkinson is $7,725.14. Since receiving that information, however, we have a letter from Mr. Atkinson's attorney stating that the amount of the claim has been reduced to $7,084.70.

Inasmuch as it is very necessary that the amount of our voucher be exactly the same as the amount of your claim, we will be pleased to hear from you as to whether or not the information which has been furnished to us by Mr. Atkinson's attorney is correct.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

SHP:ER

Howard P. Arnest
Attorney at Law
Yeon Building
Portland, Oregon

January 23, 1931

Roy A. Klein
State Highway Engineer
State Office Building
Salem, Oregon

Re: Guy F. Atkinson contract
#965

Dear Sir:

This acknowledges your letter of January 22nd with reference to the above matter.

I was not in error in statement of the amount to be made payable to Southern Pacific Company as assignee. The sum to be covered by such voucher is $7094.70 which will be in full of their claim. As agreement has already been reached between my client and the Southern Pacific Company for settlement upon the basis indicated and I shall thank you to kindly follow the instructions by my letter of January 19, 1931.

Very truly yours

Howard P. Arnest

HPAhw

RECEIVED
JAN 24 1931
OREGON
HIGHWAY COMM.

January 22, 1931.

Mr. Howard P. Arnest,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of January 17th, relative to the assignment to the Southern Pacific Company of a part of the balance owing to Guy F. Atkinson for work performed under his contract for the grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway.

In your letter, you state that Mr. Atkinson has informed you that the amount owing to the Southern Pacific Company is $7,094.70. Information obtained from the Southern Pacific Company indicates, however, that the amount is $7,725.14.

It will, of course, be necessary for Mr. Atkinson and the Southern Pacific Company to reach an agreement as to the amount to be paid before we can proceed with the preparation of the voucher which is to cover that amount.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:MM

Southern Pacific Company

PORTLAND, OREGON

January 21, 1931

IN REPLY PLEASE REFER TO
AX 1359

E. L. KING,
SUPERINTENDENT

Mr. S. H. Probert, Office Engr.,
Oregon State Highway Commission,
Salem, Oregon

Dear Sir:

Yours January 20th, concerning the exact amount of our claim against Mr. Guy F. Atkinson for work performed under contract for grading the Rockaway-Garibaldi section of the Roosevelt Highway:

The amount of our claim against Mr. Atkinson is in the sum of $7,723.14.

Yours very truly,

Howard P. Arnest
Attorney at Law
Yeon Building
Portland, Oregon

January 17, 1931

Mr. Roy Klein
State Highway Engineer
State Office Building
Salem, Oregon

Re: Guy F. Atkinson contract
No. 965

Dear Sir:

You will recall our telephone conversation of yesterday with reference to payment of further sums under the above contract; and that I stated that a settlement of the Southern Pacific claim was about to be made and a release secured, and asked if you would issue a voucher payable to the Southern Pacific Company direct, upon Mr. Atkinson's order, or to it as his assignee, and that you stated that such could be done.

I have learned from Mr. Atkinson that the amount to be paid Southern Pacific Company is $7094.70, and will you, therefore, kindly issue a voucher for that amount payable to Southern Pacific Railway Company as assignee of Guy F. Atkinson. As I understand it, there is available for distribution at this time as shown by estimate No. 17, $10,086.94,- over and above such amounts as may be further ascertained as owing upon the claims to be arbitrated. I presume that you have no objection to payment of the balanceof the present ascertained amount owing and shall, therefore, thank you to forward a further voucher in the sum of $2992.24 so that my client may have the use of the same.

This will then leave the unsettled claims which are to be submitted to arbitration for disposition under the contract.

Kindly send vouchers as above and such verification as is required to me direct so that I may have them executed by my client.

Thank you for your prompt attention.

Very truly yours

Howard P. Arnest

HPAhw

January 20, 1951.

Mr. E. L. King, Division Supt.,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

In connection with our settlement with Guy F. Atkinson for work performed under his contract for the grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway, we find ourselves in need of information as to the exact amount of your claim against Mr. Atkinson and the State of Oregon for damage and extra expense incurred by your company on account of the operations which were carried on under the contract referred to.

We will appreciate it very much if you will provide us with that information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

July 17, 1930

Mr. James Allen
Olympia, Washington

Dear Mr. Allen:

Our Highway Commission has agreed with Guy F. Atkinson to settle some claims arising out of his contract on the Coast Highway in Tillamook County by arbitration. The arrangement is that each party appoint an engineer and the two engineers so selected choose a third engineer to comprise a board to investigate and adjudicate those claims.

I have suggested your name to the Highway Commission as an arbitrator to represent this department, and they approved your selection at their last meeting. This letter is written to ask you if you would care to serve on such a board.

At this time I am unable to say just when the matter would come up, but anticipate that it would be sometime in September and would possibly take from one to two weeks of your time. I presume that the dates can be arranged to suit your convenience within reasonable limits.

If you would care to undertake this work, I would be pleased to hear from you in the near future.

Very truly yours,

State Highway Engineer

RAK:HI

HIGHWAY BODY ASKS COURT TO SETTLE BIG ATKINSON DISPUTE

State Commission Files Proceedings in Circuit To Determine Validity of Claims

INTERESTING QUESTIONS UP

Four Claims Filed by Member of A. G. C. on Contract for 4.36 Miles in Tillamook

The state highway commission brought proceedings in circuit court asking the court to determine the validity of disputed claims between the commission and Guy F. Atkinson, Portland contractor and member of the A. G. C., in connection with a contract entered into in March, 1927, for construction of 4.36 miles of roadbed of the Roosevelt highway in Tillamook county.

The action was brought under provisions of the uniform declaratory judgments act. It arises out of four claims filed by Atkinson which were denied by the commission. A bond of $134,472.50 was posted by the contractor.

In the complaint, the highway commission asks the court to determine whether the contractor has an legal or valid claim against the state for reimbursement for charges of $7721.14 made by the Southern Pacific company for work done by the company in clearing its tracks of slide materials which came upon the tracks from the highway construction.

Other disputed claims which the court is asked to settle are:

Whether the action of the highway commission's division engineer in instructing the contractor that certain sections of the highway could not be closed entirely to traffic between Septemer 10, 1927, and September 20, 1927, breached the contract and resulted in an abrogation or abandonment of the contract and left the contractor free to conduct the work uncontrolled by provisions of the contract;

Whether or not the action of the division engineer in delaying the closing of a section of the highway from September 10 constituted a breach of contract or was merely a change in detail of construction permitted and authorized under the contract;

Whether or not the condition under which the contractor was permitted to commence construction of the section north of Watseco before September 10 and his subsequent dismissal from the section because of alleged violation of conditions and terms of the permit give the contractor any ground upon which to predicate a claim for compensation greater than that measured by the unit price fixed in the contract.

Whether or not the contractor is entitled to compensation for money paid by him in acquiring a parcel of ground upon which to place waste materials.

State Highway Engineer

PR 129 F

NOTED
State Highway Engineer

ATKINSON CLAIMS $50,000 DAMAGES ON TILLAMOOK JOB

Portland Contractor Lays Case Before State Highway Commission on Contract

GARIBALDI SLIDE DAMAGING

Engineer Clark Disagrees With Statements of Contractor; Commission Delays Action

Damages totaling around $50,000 was asked yesterday from the Oregon State Highway commission, when Guy F. Atkinson, general contractor and member of the A. G. C., who had the contract on 4.36 miles of road work last year in Tillamook county, laid his claim before the board at its regular monthly meeting held at the courthouse.

The contract was let to Atkinson, after bids had been opened by the commission here on March 29, 1927. His contract price was $134,-498.50. The work to be done was on the Rockaway-Garibaldi section of the Roosevelt Coast highway.

The date of completion had been set as of June 30, 1928.

Atkinson, in making his plea before the board, consisting of Chairman Van Duzer and C. H. Dates and R. H. Sawyer, declared that he had attempted from time to time to get a conference at Salem with the state highway engineers, but had been unsuccessful. The commission, other than Sawyer, admitted that it was the first time they had heard of a claim for damages on this project and that they would have to hold a conference with the engineers and would do so within the next month and report back to Atkinson, who probably would be called upon to submit more evidence to support his claim.

William Clark, engineer for the commission, asserted that he did not agree with all the assertions or the demands of Atkinson, whose bills for certain work done on the job were not allowed.

There were 14 bidders on this job, of whom Atkinson was the lowest, with John Slotte of Astoria the highest, with a bid of $207,422.

Atkinson declares that due to receiving certain instructions from the highway engineering department, particularly thru the resident engineer, A. J. Olson, his work was delayed so far into the rainy season in the fall of 1927 that a big slide was their undoing; that an outfit costing $20 per hour was tied up in such a manner that efficient work could not be gotten from either equipment or men; that their program in lost time and additional earth handled had cost close to $42,000, with incidental expenses making the grand total of $50,000.

Chairman Van Duzer gave the contractor, sitting with his son, his attorney, Howard P. Arnest, and George B. Herington, executive secretary of the Portland chapter of A. G. C., to understand that the commission would go into the merits of the Atkinson case most thoroughly and full investigation would be made.

10/31

PR#
Rockaway-Barnhart
Grading

PR129F

October 17, 1928.

Mr. Robert Wayte,
District Manager
National Survey Co.,
525 Corbett Building,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of October 10, inquiring in regard to the amounts paid and the amounts to be paid to contractor Roy F. Atkinson in connection with his contract for the grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway.

The amount paid to Mr. Atkinson to date is $188,240.88. The amount remaining to be paid will probably not be less than twelve or fifteen thousand dollars, but neither the exact amount nor the date upon which it will be paid can be stated at this time as a number of matters are involved which will require considerable time for settlement.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Joel Rathbone, Vice Chairman Wm. B. Joyce, Chairman E. A. St. John, President

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $15,000,000.00

New York.

Phone
ATWATER 2191

A. G. BARRY
COUNSEL

ROBERT WHYTE
DISTRICT MANAGER
W. B. GILHAM
ASST. MANAGER

BRANCH OFFICE FOR OREGON
523-26 CORBETT BUILDING
PORTLAND, OREGON

Oct. 10, 1928.

Oregon State Highway Commission,
Salem, Oregon.

ATTENTION: H. B. Glaisyer, Chief Clerk

Gentlemen:

Referring to contract of Guy F. Atkinson No. 965 for grading Rockaway-Garibaldi Section of the Roosevelt Coast Highway in Tillamook County, and particularly to your letter of July 17th last.

Will you please advise us the total amount paid Mr. Atkinson under this contract up to the present time; also the amount he is yet to receive from you under this contract and when the same will be paid to Mr. Atkinson.

Thanking you, I remain

Very truly yours,

RW:AB

DISTRICT MANAGER

We bond more people than any other company in the world.
We own and operate New York Indemnity Co. writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

FORM S-P-1 6-0661 1M 6-58

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. D. CLARKE, DIVISION ENGINEER

SALEM

September 21,1926

Seabrook & Son,
Reedsway, Oregon.

Dear Sirs:

Referring further to your letter of September 9th, and supplementing mine of September 13th, there is enclosed a copy of a letter received from the National Surety Company, bondsmen for Guy F. Atkinson on the contract in question.

Referring to the second paragraph of the National Surety Company's letter, Mr. Johnson advises that he is not accurately quoted therein as to his statement regarding your claim. Mr. Johnson states, that your work having been almost entirely done and practically completed before he took charge of the work at Reedsway, that he was not in a position to know regarding your dealings with Mr. Atkinson nor of the validity of your claim, except as appeared from statements made to him and records shown him by Mr. Atkinson's representative.

This department is not to be understood as acting in any sense as an arbitrator between you and Mr. Atkinson and you should entirely ignore any statement by Mr. Johnson and the statements of the bonding company which make it appear that this department, or its representative, was intervening in any respect whatsoever.

Very truly yours,

W. D. Clarke,
Division Engineer.

WDC:JS
cc. B. C. Johnson
cc. H. H. Glaisyer

OREGON STATE

JOEL RATHBONE, VICE CHAIRMAN

WM. B. JOYCE, CHAIRMAN

E. A. ST. JOHN, PRESIDENT

National Surety Company

Capital $10,000,000.00

New York.

ROBERT WHYTE
DISTRICT MANAGER
W. B. GILHAM
ASST. MANAGER

Phone:
ATWATER 2191

A. G. BARRY
COUNSEL

BRANCH OFFICE FOR OREGON
523-26 CORBETT BUILDING
PORTLAND, OREGON

September 18, 1928

Oregon State Highway Commission,
Salem, Oregon.

1928

Gentlemen:

This will acknowledge your Mr. Clarke's letter of the 13th enclosing a letter from Seabrook and Son, Rockaway, Oregon, in connection with the contract of Guy F. Atkinson No. 965, grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway in Tillamook County.

We note Seabrook & Son claim a balance due them of $167.89. We are advised by Mr. Atkinson that Seabrook & Son submitted their claim to the resident Engineer, B. O. Johnson, of Rockaway, who told Mr. Seabrook he had no claim whatever, which you can verify from Mr. Johnson. Have discussed this matter with Mr. Atkinson, who states that Seabrook and Son defaulted in their agreement, making it necessary for Mr. Atkinson to complete the work, and instead of Mr. Atkinson being indebted to Seabrook & Son, the latter are indebted to Mr. Atkinson in the amount of $230.52.

Mr. Atkinson, as well as our Company as surety on this bond, request that you release to Mr. Atkinson his final payment and retain percentage on this job without deduction on account of Mr. Seabrook's alleged claim.

Very truly yours,

NATIONAL SURETY COMPANY

Resident Vice President

RW:Q

"The New York Indemnity Company transacting all kinds of casualty, surety, plate glass, burglary and other casualty lines is owned and operated by the National Surety Company"

WE BOND MORE PEOPLE THAN ANY OTHER COMPANY IN THE WORLD

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	X	DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

PR 129 F

COPY OF WESTERN UNION TELEGRAM

SALEM OREGON AUG 13 1928

NOTED
State Highway Engineer

GUY F ATKINSON

VALLEY SPRINGS CALIF

MAILED YOUR PORTLAND OFFICE TODAY FOR EXECUTION ESTIMATE VOUCHER NOT SEMIFINAL FOR TWENTY FIVE THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS STILL HAVE RETAINED SEVEN AND ONE HALF PERCENT OF CONTRACT AMOUNTING TO TEN THOUSAND EIGHTY SIX DOLLARS UNTIL SOUTHERN PACIFIC CLAIM SETTLED STOP WILL ASK COMMISSION TO APPROVE THIS VOUCHER AT MEETING TOMORROW AND SHOULD BE ABLE TO MAIL WARRANT LAST OF WEEK

ROY A KLEIN

KKKINI

Form 1206

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon

Telephone 61

10PRG 14

VALLEY SPRINGS CALIF 125P AUG 13 1928

ROY A KLEIN

STATE HIGHWAY ENGINEER SALEM ORG

WIRE HERE MY EXPENSE IF SEMIFINAL ESTIMATE ON ROCKAWAY JOB HAS

ARRIVED AT SALEM

GUY F FATKINSON

205P

State Highway Engineer.

BAK:MI

4000 8-28

COMMISSIONERS
S. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. [illegible], BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

August 15, 1928.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. D. Clarke,
Division Engineer,
Office.

Dear Sir:

I called up the Southern Pacific Company today and, in Mr. Haselton's and Mr. Hampton's absence, talked to Mr. Knight relative to the Guy Atkinson claim. Mr. Knight stated that their total bill against Atkinson was $7,873.14, of which $170.00, covering some minor items perhaps not a part of this particular claim, had been paid, leaving a balance unpaid of $7,703.14. He stated that the memorandum on their files showed that Mr. Atkinson had been in and discussed the matter with Mr. King on August 10.

Very truly yours,

State Highway Engineer.

RAK:HI

April 3, 1928

COPY

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

Relative to the claim of the Southern Pacific Company against the writer for removal of slide from Southern Pacific Company's tracks in Tillamook County in connection with my contract with the state of Oregon, covering the Rockaway-Garibaldi Section, you are advised that, notwithstanding the letter of February 29th, addressed to the Southern Pacific Company and written on my behalf by Howard P. Arnst, my attorney, in which all liability was denied by me, I hereby assume responsibility and agree to adjust said matter with the Southern Pacific Company and pay the claim when the amount thereof is determined.

I request, therefore, that no deduction be made from my monthly progress estimates, with the understanding and assurance that the claim of the Southern Pacific Company will be paid and completely disposed of before the final estimate on my job is paid for by the state.

Very truly yours,

(Sgd) GUY F. ATKINSON

PR 129 F

July 17,1928

National Survey Company,
523 Corbett Building,
Portland, Oregon.

Gentlemen:

Attention: Robert Whyte, Dist. Mgr.

Replying to yours of the 10th inst. concerning the status of the contract awarded to Guy P. Atkinson for grading of the Rockaway-Garibaldi Section of the Roosevelt Coast Highway in Tillamook County, wish to say that it is our understanding that this project has been completed. However, final payment has not yet been made. The date of completion stated in the contract was June 30, 1928; the job was completed prior to that date.

The amount paid to Mr. Atkinson for this work up to and including May 15th was $160,983.07. We have a retained percentage of $10,056.94.

The above amounts include items account in the sum of $1,396.67.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. E. Gladmyer
Chief Clerk

MEG:M

#965
Tillamook

JOEL RATHBONE, VICE CHAIRMAN — WM. B. JOYCE, CHAIRMAN — E. A. ST. JOHN, PRESIDENT

WORLDS LARGEST SURETY COMPANY

National Surety Company

Capital $10,000,000.00

New York.

ROBERT WHYTE
DISTRICT MANAGER
W. B. GILHAM
ASST. MANAGER

Phone:
ATWATER 2101

A. G. BARRY
COUNSEL

BRANCH OFFICE FOR OREGON
522-26 CORBETT BUILDING
PORTLAND, OREGON

RECEIVED
JUL 17 1928
OREGON
STATE HIGHWAY COMMISSION

July 16, 1928

ATTENTION: H. B. Glaisyer, Chief Clerk.

Oregon State Highway Commission,
Salem, Oregon.

RE: Contract #965, Grading Rockaway-Garibaldi Section of the Roosevelt Coast Highway in Tillamook County.

Gentlemen:

Our Company is surety on bond of Guy F. Atkinson covering the above contract which was executed in April, 1927.

Will greatly appreciate it if you will advise us about what percentage of the work under this contract has been completed at this time, also, if possible, the probable date of completion. Also advise the amount paid contractor to date. Stamped envelope is enclosed for your convenience.

Thanking you, I remain

Very truly yours,

DISTRICT MANAGER

Paid to May 15 - $16,0.983.87
Retained - $ 10,086.94
Force account - $1,593.87
Contract has been completed but
final record RW:AB have not been
sent in. Contg. to write him to
ask for adjustment as it is
impossible to state amount
of final.

ANSWERED
H. B. G.

"The New York Indemnity Company transacting all kinds of casualty, surety, plate glass, burglary and other casualty lines. is owned and operated by the National Surety Company"

WE BOND MORE PEOPLE THAN ANY OTHER COMPANY IN THE WORLD

PR 129F
29PG

FORM 2660

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO
AX-1359
NO.

E. L. KING.
SUPERINTENDENT

Nov. 22, 1927

RECEIVED
NOV 25 1927
OFFICE OF
ENGINEER
NOV 23 1927
OREGON
STATE

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

We do not know whether the slide situation on the highway construction you are engaged in at Garibaldi has been called to your attention by your Engineering Department, and we therefore desire to place the matter before you with the purpose of securing the full cooperation of the State Highway Commission in eliminating the delays to which railroad traffic has been subjected as a result of these slides.

When this highway construction was originated, applications were made to the railroad company for concessions in the way of right of way and relocation of railroad track to accommodate this highway construction at certain points. While it is true there was some delay in getting all of the agreements and details completed, it is a fact that the railroad, at considerable sacrifice to itself, did concede these rights to the State Highway Commission and endeavored to cooperate fully with the Highway Commission on this important construction.

Since the first serious slide occurred at the point south of Barview Oct. 20th, we have experienced several delays to passenger and freight trains, the most serious one tieing up the line for some 30 hours. In spite of these numerous delays, it has seemed to us that it has been the disposition on the part of your representatives to pass the matter over lightly on the assumption that this was an unimportant branch line operation, leaving the matter of clearing the slides, keeping the track clear, to either the contractor or ourselves.

Regardless of the importance of the line from viewpoint of others than ourselves, we feel that we have a duty to perform to the public in maintaining our service on all our lines as nearly as we can to the schedules established and published, and in our opinion, under all the circumstances, we consider that the least the State Highway Commission can do is to have some responsible representative on the ground, aside from the contractor, who will make it his business to see that the interruptions to our traffic are minimized to the fullest possible extent. We have displayed a willingness to cooperate with the Highway Commission to the fullest extent we should consistent with the railroad company's interests and are disposed to continue this attitude, but naturally, if our interests are not protected, that lack of interest will have its bearing on future projects of this sort.

Yours truly,

E. L. King

66 PR129F

November 4th, 1927.

File 29-F6

Mr. H. L. King,
Superintendent,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

In response to your letter of October 28th regarding the slide which has recently occured at Barview, and in reply to your direct inquiry as to the party to whom you should look for repaymt of any damages suffered by your company in connection with this slide, I have to advise that our contract specifically provides that the contractor shall be wholly responsible to the railroad company for any such loss or damage and you will recall that we required from the contractor on this job a bond in the sum of 100% of the amount of his contract in lieu of the customary 50% bond on highway construction work, and further, that at the specific request of your legal department, a special form of bond was used which provides that at least 50% of the amount of the bond shall be applicable to the protection of your company against any and all such loss or damage. I have, therefore, to advise that your claims in this matter should be presented to the contractor, Guy F. Atkinson.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. D. Clarke,
Division Engineer.

VDC:ZS
cc. Guy F. Atkinson
cc. File

September 30th, 1927.

File: 29-98

Mr. Guy F. Atkinson,
300 Chamber of Commerce Bldg.
Portland, Oregon.

NOTED
State Highway Engineer

Dear Sir:

Complaint has been made by the Southern Pacific Company about the manner in which your work is being handled at points near Harview where your operations come in contact with their tracks. Special mention is made concerning your alleged inadequate precautions for protecting the ballast from lumbering flumes.

This letter is to remind you that all such damage as may be done to tracks and property of the railroad company is entirely your responsibility under your contract and that settlement therefor with the Southern Pacific Company must be made by you.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

W. D. Clarke,
Division Engineer.

WDC:JS

cc. A. J. Olsen.
cc. R. L. King, Southern Pacific Co., Portland, Ore. (Attention: Mr. Kempton).
cc. Guy F. Atkinson, Harview, Oregon.
cc. File.

PR 12.9 F
a4 P R
2505

Form P. R. 2

State Oregon

Project No. 129, Section F

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 9

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of September, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 2nd day of February, 1926, a project statement, which was approved by the Secretary on the 9th day of April, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section F of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of March 1927, and approved by the Secretary on the 11th day of October, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eighty-one thousand, three hundred eighty-three and 78/100

dollars ($81,383.78) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws 1917; Chap. 31, Laws 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____
(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 535+50 at the north end of Section C of said project in the town of Garibaldi, and survey station 765+50 in the town of Rockaway, _____ terminal points, a distance of 4.3579 miles, known locally as the Roosevelt Coast Highway between Astoria and Nebo, Tillamook County. being Section F of Oregon Federal Aid Project No. 129.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) ~~It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.~~

STRICKEN OUT

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, immediately upon the completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of **eighty-one thousand, three hundred eighty-three and 78/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being not more than **62.25**

per cent of **one hundred forty-seven thousand, nine hundred forty-one and 75/100**

dollars, the approved total estimated cost of Section F of said project.

8—5516

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chap. 237, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ..... upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(b) By the ..... upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of October, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H Bloan Mann
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By .....
Member, State Highway Commission
(Title of officer)

By .....
.....
(Title of officer)

By .....
.....
(Title of officer)

[SEAL]

R. N. Stanley
ACTING Secretary of Agriculture.

STATE HIGHWAY DEPARTMENT
COUNTY OF HIGHWAY
AGREEMENTS SUBMITTED PROJECT NO. 112

For PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 535+80 at the north end of Section C of said project in the town of Garibaldi, and survey station 765+50 in the town of Rockaway, locally known as the Roosevelt Coast Highway between Astoria and Nehe, Tillamook County, and designated in the records of this Department as Section F of Project No. 129, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $147,941.75 as the total estimated cost of Section F of said project, and the sum of $81,363.78 as the share of the United States, payable under said acts on account of Section F of such project, which does not exceed 42.26 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of October one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

122.

8—4889

COPY

GUY F ATKINSON
General Contractor
508 Chamber of Commerce Bldg.
Portland, Oregon

Sept. 9, 1927

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. Roy Klein,
State Highway Engineer.

Referring to my contract for construction of Rockaway-Garabaldi section of Roosevelt Highway would state our contract states that certain work between Bar View and Garabaldi should be done after Sept. 10, 1927, and that road could be closed for a period of 90 days at any optional time with us thereafter and we notified your Resident Engineer that we wished to commence this work on Sept. 10th and would close the road on that date and all arrangements had been made to start two shovels two shifts each on this work on Sept. 10th, 1927.

On Sept. 6, 1927, the Resident Engineer notified us that the road could not be closed on Sept. 10, 1927 on account of the Wheeler-Brighton section not being ready to open.

I was on the job yesterday and met Mr. Clark, Division Engineer, and Mr. Olson the Resident Engineer, and was informed they were trying to make arrangements to open the Wheeler-Brighton section as soon as possible in order to allow us to close road between Garabaldi and Bar View.

Mr. Clark, the Division Engineer, informed me he would send us a letter stating we could not close road on Sept. 10, 1927 as allowed by our contract and would also state in that letter that he would give us four days notice before road could be closed between Garabaldi and Bar View so we could get in another shovel which we are holding in Portland for this section of work.

We hope the delay to this work will not continue long as we are losing the best weather in the fall and had figured we needed this particular 90 day period from Sept. 10, 1927 to complete this part of the work, and if delayed we may not be able to complete the work at time we figured on and will be under additional expense and damage.

Yours very truly

GUY F. ATKINSON

C.C. to Mr. W. D. Clark, Division Engineer, Salem, Oregon
" " " Mr. Olson, Resident Engineer, Rockaway, Oregon.

GUY F. ATKINS
GENERAL CONTRACTOR
308 CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

PR*129F

PR*129F

PHONE BROADWAY 6663

PR*129F

Portland, Oregon, August 31, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I have not as yet received your Estimate on the Rockaway-Garibaldi Section of the Roosevelt Coast Highway contract for the period July 15 to August 15, 1927, for execution on my part by affidavit, though previous estimates have been received several days earlier in the month.

Will you kindly advise when I may expect to receive this estimate, and if there is any information which I can give to expedite the issuance of same will you please call me here at my expense or call the office at the job through the Bay City exchange, local 32-F-2-1, at my expense also, ofcourse.

Yours sincerely

Guy F. Atkins
By W. W. Seaman

Voucher mailed out Sept. 1st.

PR 129 F-

FORM 6-8 A-2715 2500 10-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

August 3rd, 1927

29-PQ

Mr. G. R. McLeod,
812 Casco Building,
Portland, Oregon.

NOTED

Dear Sir:

Referring to your letter of July 25th, 1927, addressed to Mr. H. B. Van Duzer and referred by him to this office:

There does not appear any practical way to avoid the closing of the road between Barview and Garibaldi for a time after September 10th. Any requirement that this section of the road should be kept open would add very largely to the contractors' cost, if indeed it would be physically practicable at all, and any such added cost would have to be paid by the state, inasmuch as our contract provides for the road being closed.

To avoid the danger of your company losing employes who reside at or north of Barview, it seems to me that it would be entirely practicable, and not unreasonable, for arrangements to be made by the mill company, or by the employes themselves, whereby they could be transported from the southerly end of the closed section to Garibaldi enmasse by special conveyance. As a suggestion it would seem to me that school busses could be used for this purpose as such transportation would naturally be required at hours when the busses would not be needed for transporting school children. The employes could then drive their private cars, by which it is assumed they now go to and from their work, down to Barview, walk through the closed section which is only slightly over one mile in length and which will probably be considerably less than that for the greater part, if not all, of the closed period. If this special transportation were not being practicable, it would not seem to be impossible or impractical for men in need of work to walk a matter of two miles, or a very little more, for a period of three or four months. The distance from Barview to Garibaldi mill is only a little over two miles.

If it could be arranged without unreasonable burden upon the contractor we will endeavor to so arrange the work that the closed section shall be confined to as short a distance as possible.

OREGON STATE HIGHWAY COMMISSION
SALEM

Mr. C. B. McLeod -2 8/3/27

Our contract provides that this road may be closed at any time at the contractors convenience or necessity after September 10th, and while its completion is not specified other than that it shall be done by the final date of completion of the entire contract, yet we have been assured by the contractor, and have reason to expect, that the road can be thrown open to traffic again before the end of the calendar year.

Very truly yours,

W. D. Clarke

W. D. Clarke,
Division Engineer.

WDC:MB

cc. H. B. Van Duzer.
cc. Roy A. Klein.

DICTATED BUT NOT READ BY MR. CLARKE
SIGNED IN HIS ABSENCE BY W.D.C.

COMPANY
BUILDING
AND, OREGON

29 PG

In reply refer to file

July 25, 1927.

Mr. H. B. Van Duzer,
Inman-Poulsen Lumber Co.,
455 Grand Ave.,
Portland, Oregon.

Dear Mr. Van Duzer:

About ten days ago I telephoned you in regard to the closing of the road near Barview and north, which will result in our losing about forty employes if the closing is absolute, as I understand it may be, and further if it is to be continued for any length of time. If it were for a short time, say thirty days, probably our men could drive around, but men cannot drive thirty miles to work as a regular proposition.

If there is any way it can be worked out that we do not lose the services of such a large number of men, it will be very helpful to us, not to mention the extreme loss that it means to forty working men these days to have to move and get other positions.

Yours very truly,

GBM W

AUG 2 - 1927
ENGINEER

REFERRED TO
Clarke
By State Highway Engineer

April 30, 1927

Mr. Robert Whyte,
District Manager,
National Surety Company,
828 Corbett Building,
Portland, Oregon.

Dear Sir:

Replying to your letter of the 29th inst. regarding copies of the contract executed to Guy F. Atkinson for the grading of the Garibaldi-Rockaway Section will say that these contracts have not yet been approved by our attorney, Mr. Devers. Mr. Devers is not in the office at the present time, being confined to his home on account of sickness. The matter will be called to his attention as soon as he returns and it is likely that he will pass on the contracts without further delay.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

Wm. B. Joyce, Chairman E. A. St. John, President

National Surety Company

Capital $10,000,000.00

New York.

WORLD'S LARGEST SURETY COMPANY

Phone:
ATWATER 2191

ROBERT WHYTE
DISTRICT MANAGER
W. B. GILHAM
ASST. MANAGER

A. G. BARRY
COUNSEL

BRANCH OFFICE FOR OREGON
533-36 CORBETT BUILDING
PORTLAND, OREGON

April 29, 1927.

H. B. Glaisyer, Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

RE: Contract #965 - Guy F. Atkinson
Garibaldi-Rockaway Section, Roosevelt
Coast Highway.

Dear Mr. Glaisyer:

Referring to yours of April 19th. We trust you can now send us two complete copies of this contract for the completion of our files.

Your immediate attention will be appreciated, as we have been forced to hold the papers awaiting receipt of these copies.

Thanking you, I remain,

Very truly yours,

RW:AB

DISTRICT MANAGER

We bond more people than any other company in the world.
We own and operate New York Indemnity Co. writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

PP124 F

April 19,1927

Mr. Robert White,
District Manager,
National Surety Company,
Corbett Building,
Portland, Oregon.

Dear Sir:

Replying to your letter of the 16th inst., we wish to say that Mr. Atkinson's contract has not yet been fully executed and approved. As soon as this has been done, we will see that you are furnished with two copies as per your request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By H. B.Clainyer
Chief Clerk

HBC:L

Wm. B. Joyce, Chairman — E. A. St. John, President

National Surety Company

Capital $10,000,000.00

WORLDS LARGEST SURETY COMPANY

Phone: ATWATER 2191

New York.

A. G. BARRY
COUNSEL

ROBERT WHYTE
DISTRICT MANAGER

W. B. GILHAM
ASST. MANAGER

BRANCH OFFICE FOR OREGON
532-36 CORBETT BUILDING
PORTLAND, OREGON

April 16, 1927.

Oregon State Highway Commission,
Salem, Oregon.

ATTENTION: H. B. Glaisyer, Chief Clerk.

Gentlemen:

Kindly refer to our letter of the 11th and let us have two complete copies of the contract of Guy F. Atkinson (Contract #965).

Thanking you, I remain

Very truly yours,

RW:AB

DISTRICT MANAGER

We bond more people than any other company in the world.
We own and operate New York Indemnity Co., writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

PR 1295

Contract
No 9624

materials Surety Company

One hundred and thirty-four thousand, four hundred and ninety-two and 50/100 Dollars ($134,492.50),

BOND TO ACCOMPANY CONTRACT

I, Guy F. Atkinson,

KNOW ALL MEN BY THESE PRESENTS, that ~~[illegible]~~, as principal, and ~~[illegible]~~, as surety, are jointly and severally held and bound unto the state of Oregon and unto the Southern Pacific Company in the sum of ~~[illegible]~~ TWO and 50/100 ~~[illegible]~~, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

Guy F. Atkinson,

March, 1927, 29th

The condition of this bond is such that, WHEREAS, on the ~~[illegible]~~ day of ~~[illegible]~~, the said ~~[illegible]~~, principal herein, made and entered into a certain contract with the state of Oregon, a copy of which is hereto attached, and which contract, together with the plans and specifications and general and special provisions, is hereby made a part hereof, by the terms, conditions and provisions of which the said Guy F. Atkinson, principal herein, agreed to grade and otherwise improve and construct ~~[illegible]~~ miles of highway roadbed on the ~~[illegible]~~ Section of the Roosevelt Coast Highway in Tillamook county, extending from highway station ~~[illegible]~~ in the town of Garibaldi, to highway station ~~[illegible]~~, which said work is more particularly defined in the said contract. And said contractor agreed to furnish all necessary machinery, tools, apparatus, material and labor, and to complete the work in the most substantial and workmanlike manner according to said plans and specifications and such modifications of the same as may be made, and other directions as may be given in accordance with the terms of the contract.

4.36

Garibaldi

768+60 in the town of Rockaway

Guy F. Atkinson

Guy F. Atkinson

And in addition to the said contract and relating to said work, the said ~~[illegible]~~ entered into a supplemental or collateral contract with the Southern Pacific Company, a copy of which said contract is likewise attached hereto and made a part hereof, by the terms and provisions of which said contract with the Southern Pacific Company the said ~~[illegible]~~ agreed to do and perform certain work more particularly defined in said contract, and agreed to and did assume certain obligations and responsibilities, all of which are specifically set forth in said contract.

NOW, THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of each of the said contracts in all respects, and shall well and truly do and perform all matters and things by it undertaken to be performed under each of said contracts upon the terms proposed therein and within the time prescribed therein, or as extended as provided in the general provisions thereof, and shall indemnify and save harmless the State of Oregon, the State Highway Commission, its officers and agents, the Southern Pacific Company, its officers or agents, against any and all direct or indirect damages that shall be suffered or claimed, or injuries to persons or property during the construction of said work, and until the same is accepted, and shall promptly pay all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such laborers, mechanics or subcontractors with material, supplies or provisions for carrying on such work, and all just debts, dues and demands incurred in the performance of such work, and shall pay the said State of Oregon and the said Southern Pacific Company such liquidated damages as may accrue to the said State or the said Southern Pacific Company under and by virtue of

the said respective contracts, and shall in all respects faithfully perform each of the said contracts according to law, then this obligation is to be void, otherwise to remain in full force and effect.

IT IS UNDERSTOOD AND AGREED, that the protection afforded hereunder to each of said obligees shall be at least a full fifty per cent (50%) of the amount of this bond; and that if the ultimate liability of the principal to one of said obligees is less than fifty percent (50%) of the amount of this bond while such ultimate liability to the other obligee is in excess of fifty per cent (50%) of the amount of this bond, the latter obligee shall be entitled to such additional protection as may be available hereunder after full protection of the former obligee.

Witness our hands this [redacted] day of [redacted], 1927.

[redacted],

By [redacted]
President

[redacted]

Principal

National Surety Company
[redacted]

Attest [redacted]

Surety

Countersigned:

[redacted]

DR129F

GUY F. ATKINSON
GENERAL CONTRACTOR
308 CHAMBER OF COMMERCE BLDG.
PORTLAND, OREGON

PHONE BROADWAY 6663

Portland, Oregon, April 11, 1927.

STATE OF OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Referring to your letter of April 2, 1927, transmitting four copies of the State Highway Commission Contract No. 965, covering the grading of the Rockaway-Garibaldi section of the Roosevelt Coast Highway:

I have executed all these copies of the contract as to agreement and bond as requested, also the fifth copy of the contract sent me since through the National Surety Company, the bond being executed on separate forms also sent through the Surety Company. All five copies of the contract are being returned to you today by American Railway Express.

I have arranged for coverage of this work by the Oregon State Industrial Accident Commission protection, as provided in the Contract and as referred to in the last paragraph of your letter referred to above.

Yours truly

Guy F. Atkinson

PR 129 F

JOEL RATHBONE, VICE CHAIRMAN — WM. B. JOYCE, CHAIRMAN — E. A. ST. JOHN, PRESIDENT

National Surety Company

Capital $10,000,000.00

New York.

WORLDS LARGEST SURETY COMPANY

ROBERT WHYTE
DISTRICT MANAGER
W. B. GILHAM
ASST. MANAGER

Phone:
ATWATER 2191

A. G. BARRY
COUNSEL

BRANCH OFFICE FOR OREGON
523-26 CORBETT BUILDING
PORTLAND, OREGON

RECEIVED
STATE HIGHWAY COMMISSION
1927

April 11, 1927.

Oregon State Highway Commission,
Salem, Oregon.

ATTENTION: H. B. Glaisyer, Chief Clerk.

Gentlemen:

This will acknowledge yours of the 9th enclosing one copy of contract of Guy F. Atkinson (Contract #965), together with five copies of the bond.

We have executed five copies of the bond and have delivered the five contracts to Mr. Atkinson, all for proper execution by him, and he is returning the five complete sets to you today.

Please be good enough to send us two bound sets of this contract, including bond form, etc., which is necessary for our purposes.

Thanking you, I remain

Very truly yours,

RW:AB

DISTRICT MANAGER

"The New York Surety Company transacting all kinds of casualty, surety, plate glass, burglary and other casualty lines, is owned and operated by the National Surety Company"

WE BOND MORE PEOPLE THAN ANY OTHER COMPANY IN THE WORLD

PR 120F

April 2, 1927

Mr. Guy F. Atkinson,
Chamber of Commerce Building,
Portland, Oregon.

Dear Sir:

We are sending to you today by express four copies of the State Highway Contract No. 965, which was awarded to you on March 29th, 1927, by the State Highway Commission for the grading of the Rockaway-Garibaldi section of the Roosevelt Coast Highway in Tillamook County.

Please execute all four copies of this contract as to agreement and bond and when this has been done, return them all to this office for completion by the State Highway Commission. In conformance with our usual custom as soon as execution is complete, we shall be pleased to see that you are furnished with a executed copy for your records and files. We will also then furnish a copy to the surety that appears on your bond.

Your attention is called to that clause under the General Provisions relative to workmen's compensation act, given on page 7. In conformance with this clause, please be advised that you will be required to accept the terms of the Oregon Workmen's Compensation Act and carry on your work in strict compliance with the terms thereof.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:L

Oregon State Highway Department

Project No. [illegible]

[illegible] SECTION OF THE [illegible]

March 31, 1927.

[illegible] basis for project agreements. Taken on [illegible]

IR 127-F

Mr. S. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Salem, Oregon, March 31, 1927.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Roseburg-Garibaldi Section, Oregon Project 128-F.

Four blue print sets of drawings covering standard 4 x 4 and 4 x 5 concrete boxes are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. H. DeSouza/AP

Encls.

Oregon State Highway Department — Project No. 128-F

ROCKAWAY-GARIBALDI SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, March 31, 1927.

All Required	Clearing and Grubbing			$ 4,000.00
2.8 Acres	Extra Clearing		$250.00	560.00
0.8 Acres	Extra Grubbing		300.00	150.00
29,000 cu.yds	Class "A" Excavation		.40	11,600.00
54,300 cu.yds	Class "B" Excavation		.51	27,695.00
45,700 cu.yds	Class "C" Excavation		.80	34,960.00
[illegible] cu.yds	Sand Borrow		.70	11,200.00
1,700 cu.yds	Earth Facing		1.00	1,700.00
1,000 cu.yds	Excavation for Structures		1.00	1,000.00
155,000 yd.sta.	Overhaul		.04	5,320.00
1,500 yd.mi	Truck Haul		.30	450.00
120 cu.yds	Class "A" Concrete		22.50	2,700.00
55 cu.yds	Class "C" Concrete		22.50	1,237.50
2,170 cu.yds	Rubble Masonry		10.00	21,700.00
1,700 cu.yds	Parapet Wall		3.00	5,100.00
11,200 lbs	Metal Reinforcement		.07	784.00
70 cu.yds	Rock Backfill for Drains		4.00	280.00
660 lin.ft	6" Perous Drain Tile		.40	264.00
450 lin.ft	12" Concrete Pipe		1.10	495.00
940 lin.ft	18" Concrete Pipe		2.10	1,974.00
185 lin.ft	24" Concrete Pipe		3.00	555.00
85 lin.ft	30" Concrete Pipe		6.00	510.00
40 lin.ft	36" Corr. Galv. Iron Pipe		6.00	240.00
		Sub-total		$ 134,492.50
		10% Engr. & Cont.		13,449.25
		Total		$ 147,941.75

Length of Project 4.358 miles

Cost per mile $33,947.16

State Funds Available $ 66,556.10

Federal Aid Requested 81,385.65 (55.01196%)

$ 147,941.75

State Funds for Constr. - Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maint. - Resolution Aug. 17, 1917; Chapter 237, Laws 1917.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

March 28, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of plans and specifications covering Federal Aid 129-F, Rockaway to Garibaldi Section of the Roosevelt Highway.

It is noted that both 4x4 and 5x5 culverts are called for, but plans covering these structures are not enclosed. Will you please forward us the usual number of copies covering plans for these culverts.

Very truly yours,

C. H. PURCELL
District Engineer

By
Associate Highway Engineer.

March 26, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of plans and specifications covering Federal Aid 139-F, Rockaway to Garibaldi Section of the Roosevelt Highway.

It is noted that both 4x4 and 5x5 culverts are called for, but plans covering these structures are not enclosed. Will you please forward us the usual number of copies covering plans for these culverts.

Very truly yours,

C. H. PURCELL
District Engineer

By _____ H H Davis _____
Associate Highway Engineer.

March 28, 1927.

FH 128-F

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
New Post Office Building
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the Rockaway-Garibaldi Section, Oregon Project No. 128-F.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 139-F

ROCKAWAY-GARIBALDI SECTION OF THE ROOSEVELT COAST HIGHWAY

IN TILLAMOOK COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, March 26, 1927.

All Required	Clearing and Grubbing			$12,150.00
2.0 Acres	Extra Clearing	$200.00		400.00
0.8 Acres	Extra Grubbing	400.00		320.00
29,200 cu.yds	Class "A" Excavation	.35		10,220.00
54,300 cu.yds	Class "B" Excavation	.55		29,865.00
43,700 cu.yds	Class "C" Excavation	.85		37,145.00
16,000 cu.yds	Sand Borrow	.35		5,600.00
1,700 cu.yds	Earth Facing	.55		935.00
1,000 cu.yds	Excavation for Structures	1.50		1,500.00
125,000 yd.sta	Overhaul	.03		3,750.00
1,500 yd.mi	Truck Haul	.25		375.00
120 cu.yds	Class "A" Concrete	27.50		3,300.00
55 cu.yds	Class "C" Concrete	22.50		1,237.50
2,170 cu.yds	Rubble Masonry	12.50		27,125.00
1,700 cu.yds	Parapet Wall	3.75		6,375.00
11,200 lbs	Metal Reinforcement	.06		672.00
70 cu.yds	Rock Backfill for Drains	2.25		157.50
660 lin.ft	6" Porous Drain Tile	.25		165.00
450 lin.ft	12" Concrete Pipe	1.50		675.00
940 lin.ft	18" Concrete Pipe	2.50		2,350.00
185 lin.ft	24" Concrete Pipe	4.00		740.00
85 lin.ft	30" Concrete Pipe	6.00		$10.00
40 lin.ft	36" Corr. Galv. Iron Pipe	6.00		240.00
	Sub-total			$146,037.00
	10% Engr. & Cont.			14,602.70
	Total			$160,639.70

Length of Project 4.358 miles
Cost per mile $36,858.58

State Funds Available	$ 79,244.05	
Federal Aid Requested	81,395.65	(50.636625%)
	$160,639.70	

State funds for constr. Chapter 175 Laws 1917; chapter 31, Laws 1920.
" " " maint. Resolution August 17, 1917; chapter 227, Laws 1917.

PR 129F

March 25, 1927.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Under separate cover we are today sending to you four blue print sets of plans covering the Roshaway-Garibaldi Section Oregon Project No. 129-F.

Four sets of special provisions covering the project are enclosed herewith. The estimate of cost will be sent to you the early part of next week.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSouza/AP

CONTRACT #970,

SEE:

CONTRACT #918

CONTRACT #971

176

FR 107-B Chalk Cliff-Paisley 1927-1928

#971
APE
PR107B

September 6, 1928

Bates, Lively & Pearmen,
Yeon Building,
Portland, Oregon.

Attention: H. L. Little.

Gentlemen:

In re: Contract ... Chalk Cliff-Paisley

In answer to your inquiry of yesterday relative to the John Hampshire contract No. 971 - Chalk-Cliff-Paisley Section in Lake County we wish to advise that this contract was completed on August 6th, 1927. The total amount paid the contractor was $25,971.92 of which amount $494.27 was for force account work.

Very truly yours,

ROY A. KLEIS,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#971
Lake Co

K. V. LIVELY W. E. PEARSON

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

September 5, 1928.

Oregon State Highway Commission,
Salem, Oregon.

In Re; Contract #971 Chalk Cliff-Paisley
Section of Prineville Lakeview Highway-
John Hampshire Contractor.

Gentlemen:

Will you kindly advise us whether final payment has been made under the above contract, and if so, what the total amount of the contract amounted to?

Thanking you for this information we remain.

Yours very truly,

BATES. LIVELY & PEARSON

BY: M. L. Little

MLL*McG

Completed - Aug-6-1927
Total paid - $23,971.92
Force acct - $414.27

RECEIVED
SEP 7 1928
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO
FILE No. Ore. 107-B

August 22, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Approved plans for Oregon F. A. P. 107-B are today being forwarded for your files.

Yours very truly,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Assoc. Highway Engineer

PP 107B

OREGON STATE HIGHWAY COMMISSION

BEND, OREGON

July 10, 1928.

Mr. B. J. Crowley
Resident Engineer,
Lakeview, Oregon.

Dear Sir:

We are in receipt of a letter from Mr. Wanner's office under date of July 9, requesting the assignment of a prefix to cover the temporary surfacing work by state forces on the Chalk Cliff-Paisley Section of the Fremont Highway in Lake County.

We have consented to allow this expense to be charged to the grading prefix 10 FR, using the account number 570.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict by L. E. Parsons/AP

CC Mr. C. W. Wanner

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

July 7th, 1928.

19 PE

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert.

Dear Sir:

Please furnish Mr. Crowley with the job Prefix covering the surfacing of the Chalk Cliff-Hunter Hill Section of the Fremont Highway. This work was authorized by the Commission on (Jan 26, 1928).

Very truly yours,

C. W. Wanzer
Division Engineer

By H. N. Hackett
H. N. Hackett
Div. Office Engineer

HNH:I

PR107B

August 16, 1927.

American Exchange Bank,
Portland, Oregon.

Gentlemen:

Mr. John Hampshire, who has contracts on two construction projects from the Oregon State Highway Commission, has filed with this department an executed copy of power of attorney granted by him to the American Exchange Bank of Portland to receive and endorse checks drawn on the Treasurer of the State of Oregon in his behalf, and has requested that state warrants covering progress payments on the above mentioned contracts be forwarded direct to your bank. We will be pleased to be governed by these instructions and will arrange to forward these state warrants covering progress payments as they are earned.

Very truly yours,

State Highway Engineer.

BAK:HI

Carl

PLEASE NOTE AND RETURN FOR FILING.

Hall

Ward

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date Aug 3 1927

Job Name Cole M. Lowe
Grading

Week from July 26 to Aug 13

Mail Address Lakeview Ore

Highway Fremont-Junction

Telegraph or Telephone Address "

County Lake Job Prefix 27 E

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractors finished grading on this project on the main part of the line connecting link is not included but may entail a small excavation on the final records, and expect to have them completed by Aug 22nd.

RECEIVED
AUG 5 1927
STATE HIGHWAY

(See back of this sheet for instructions and detailed information.)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number of men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PR 107-B

August 4, 1927.

Mr. C. W. Wanser,
Division Engineer,
Box 623,
Bend, Oregon.

Dear Sir:

Confirming telephone conversation this morning, I am quite glad to approve your suggestion that the surfacing on the west three miles of the Chalk Cliff-Paisley project be deferred for the present. This will give the roadbed a chance to settle during the winter and it does not seem to me that the public will be greatly inconvenienced by being required to use the old road.

Next spring we can consider further the necessity for surfacing, which could then be handled under a separate contract in the regular way. I think this arrangement will be much more satisfactory.

Very truly yours,

State Highway Engineer.

BAK:HI

PR 107B

OREGON STATE HIGHWAY COMMISSION
Salem

COPY

Paisley, Ore.
July 19, 1927.

Mr. C. W. Wanser,
Bend,
Ore.

NOTED
State Highway Engineer

Dear Sir:

I have carefully investigated all available sources for natural surfacing material in the vicinity of that part of the Chalk Cliff-Paisley Section of the Prineville-Lakeview Highway, and I find that the nearest source of usable material would require a dead haul of three miles. I am submitting to you for your consideration two samples from two sources and attach hereto a table showing depth of surfacing material required from Station to Station, also yardage required for the same sections, and the Stations of the two different sources of materials.

My estimate however is based on the material taken from Pit No. 1 (Sta.2614). While it is certain that Pit No. 2 has far better material than Pit No. 1 yet it would cost us $1500 more to do the same surfacing from Pit No. 2 than I have estimated for Pit No. 1.

On the surface of Pit No. 1 the material would appear to be fine gravel with but a small percentage content of fine sand or earthy material, but a test pit shows the material as per sample. It is as good as the best material which shows up on the present County road, and it stands up well under rain or freezing and thawing.

The material from Pit No. 2 is as nearly ideal pit run gravel as you will find any place.

Very Respectfully,

(sgd) A. A. KIRKWOOD
Resident Engineer.

Estimate of Partial Surfacing on
Chalk Cliff-Paisley Sec. of
Prineville-Lakeview Highway
16' Width

2.8 miles

Pit #1

Sta.	to	Sta.	Thickness	Cu. Yds.	Mi. Yds.
2762		2799	6"	1100	4070
2799		2840	8"	1600	7030
2840		2909+82	4"	1380	7500
				4080	18600

Source of material - Sample No. 1 Sta. 2614
" " " " No. 2 " 2528

Loading	at $0.30	4080 cu. yds.	=	$1224.00
Spreading & Blading	" 0.15	4080 " "	=	612.00
Hauling	" 0.25	18600 mi. yds.	=	4650.00
				$6,486.00
+ 15% for Incidentals				972.90
Total				$7,458.90

PPR 107 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

June 15, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 107-B, Chalk Cliff-Paisley section of the Prineville-Lakeview Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By H. Canfield
Assoc. Highway Engineer.

a4Pr 1766

Form P. R. 2

State ..... Oregon .....

Project No. 107, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 16th day of May, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended by act approved February 28, 1919 (40 Stat., 1189), entitled "An Act Making appropriations for the service of the Post Office Department for the fiscal year ending June 30, 1920, and for other purposes," and by act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes":

Whereas the Highway Department of said State submitted on the 28th day of May, 1924, a project statement, which was approved by the Secretary on the 1st day of July, 1924, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 16th day of April, 1927, and approved by the Secretary on the 4th day of June, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eighteen thousand, seventy-seven and 40/100

dollars ($18,077.40) as the share of the United States payable under said act on account of Section B of said project, which does not exceed 62.25 per cent of the total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(*a*) By the State ...from sale of bonds authorized by Legislature under... (Include amount, date, and citation of act of legislature by which authorized) Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920.

*(*b*) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(*c*) By the count..... of ..... (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

*(*d*) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between ..survey station 2402 about ½ mile north of Paisley, and survey station 2209+82 about 10 miles north of Paisley at the southerly end of Section A of said project, terminal points, a distance of 9.485 miles, known locally as ..the Chalk Cliff-Paisley Section of the Prineville-Lakeview Highway between Fort Rock and Lakeview, Lake County, being Section B of Oregon Federal Aid Project No. 107.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary. except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the cost of Section B of said project shall not in any event exceed (*a*) the said sum of eighteen thousand, seventy-seven and 40/100 dollars, certified to the Secretary of the Treasury as above mentioned, being less than 62.25 per cent of thirty thousand, one hundred twenty-nine and 00/100 Section B of dollars, the approved total estimated cost of said project, nor (*b*) the said per centum of the value of the labor and materials which shall have been actually put into the construction of Section B of said project in conformity to said plans and specifications.

Form 38—[illegible]—2 M—10-26

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the said certified sum, or so much thereof as may be due under the terms hereof, to .....

STRICKEN OUT

.....
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ..... (State or county) of ..... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to .....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States be in excess of $ 18,675.00 per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, under Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....; upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....; upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....

(Include reference to statute authorizing .....

funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

*(Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of June, 1927

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL]

By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] ATTEST: ..... ACTING Secretary of State

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form 39—20448—2 M—10-35.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 2402 about ½ mile north of Paisley, and survey station 2909+82 about 10 miles north of Paisley at the southerly end of Section A of said project,

locally known as the Chalk Cliff-Paisley Section of the Prineville-Lakeview Highway between Fort Rock and Lakeview, Lake County, and designated in the records of this Department as Section B of Project No. 107, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $30,129.00 as the total estimated cost of Section B of said project, and the sum of $18,077.40 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 4th day of June one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 5—4529

Form 39—29449—2 M—10-25.

PR 107B

NOTED

State Highway Engineer

OF STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Lakeview, Ore., Apr 5 1927

Job Name Chalk Cliff-Paisley Dec -

Week from ... to ...

Highway Prineville-Lakeview

Mail Address Lakeview, Oregon

County Lake Job Prefix 19 PE

Telegraph or Telephone Address " "

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

John Hampshire, contractor on this section arrived on the job during the first of the week and is establishing his camps and will be ready for grading soon after the first of next week.

Teams and equipment are coming in from Klamath Falls -

J. O'Brien is subletting the work from Sta. 2409 to 2657 and

Hampshire & Nykat " " " " " 2657 to 2909 (End of Job.)

R. L. Kinney is superintendent for Hampshire.

I am at work on a revised list of Culvert pipe for this work and expect to have it ready in two or three days -

Weather conditions are favorable -

(See back of this sheet for instructions and detailed information.)

Signed R. D. Crowley

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project 9.5

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

April 20, 1937.

FH 167-B

Mr. O. M. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Chalk Cliff-Paisley Section, Oregon Project 167-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 187-B

CHALK CLIFF-PAISLEY SECTION OF THE PRINEVILLE-LAKEVIEW HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, April 20, 1927.

All Required	Clearing and Grubbing		$ 750.00
60,000 cu.yds	Excavation, Single Classification	.24	14,400.00
25,000 yd.sta	Overhaul	.07	1,750.00
40 cu.yds	Cement Rubble Masonry	15.00	600.00
390 lin.ft	12" Corr. Galv. Iron Pipe	1.40	546.00
1,650 lin.ft	18" Corr. Galv. Iron Pipe	2.50	4,125.00
480 lin.ft	24" Corr. Galv. Iron Pipe	3.30	1,584.00
250 lin.ft	30" Corr. Galv. Iron Pipe	5.50	1,375.00
170 lin.ft	36" Corr. Galv. Iron Pipe	6.50	1,105.00
110 lin.ft	48" Corr. Galv. Iron Pipe	10.50	1,155.00
			$27,390.00
	10% Engr. & Cont.		2,739.00
			$30,129.00

Length of Project - 9.485 miles

Cost per mile - $ 3,178.48

State Funds Available - $12,051.60

Federal Aid Requested - 18,077.40

$30,129.00

State Funds for Constr. - Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maint. - Resolution August 17, 1917; Chapter 237, Laws 1917.

April 18, 1927.

R 107-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the grading of the Chalk Cliff-Paisley Section of the Prineville-Lakeview Highway in Lake County, Oregon Project No. 107-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer
By

S. H. Prubert
Office Engineer.

Dict by J. F. DeSouza/AR

Encl.

Oregon State Highway Department — Project No. 107-B

CHALK CLIFF-PAISLEY SECTION OF THE PRINEVILLE-LAKEVIEW HIGHWAY

IN LAKE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, April 16, 1927.

All Required	Clearing and Grubbing		$ 200.00
60,000 cu.yds	Excavation, Single Classif.	.30	18,000.00
25,000 yd.sta	Overhaul	.05	1,250.00
40 cu.yds	Cement Rubble Masonry	15.00	600.00
390 lin.ft	12" Corr. Galv. Iron Pipe	2.00	780.00
1,650 lin.ft	18" Corr. Galv. Iron Pipe	3.00	4,950.00
480 lin.ft	24" Corr. Galv. Iron Pipe	4.50	2,160.00
250 lin.ft	30" Corr. Galv. Iron Pipe	5.00	1,250.00
170 lin.ft	36" Corr. Galv. Iron Pipe	7.50	1,275.00
110 lin.ft	48" Corr. Galv. Iron Pipe	10.00	1,100.00
			$ 31,565.00
		10% Engr. & Cont.	3,156.50
			$ 34,721.50

Length of Project - 9.485 miles

Cost per mile $ 3,660.67

State Funds Available	$13,888.60
Federal Aid Requested	20,832.90
	$34,721.50

State Funds for Constr. - Chap. 175, Laws 1917; Chapter 81, Laws 1920

State Funds for Maint. - Resolution August 17, 1917; Chapter 237, Laws 1917.

FORM 2-G 5-0493 1M 1-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

April 16, 1927.

PR 107B

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

ATTENTION: S. H. Probert.

Dear Sir:-

Herewith enclosed, please find Division Engineer's Estimate of Cost for grading the Chalk Cliff-Paisley Section of the Prineville-Lakeview Highway in Lake County, based on the quantities as outlined in the Proposal.

Yours truly,
C. W. Wanzer,
Division Engineer.

By H N Hackett
Div. Office Engineer.

HNH/MS
Encl.

April 16, 1927.

DIVISION ENGINEER'S

ESTIMATE OF COST FOR GRADING

CHALK-CLIFF-PAISLEY SECTION

OF

PRINEVILLE-LAKEVIEW HIGHWAY IN LAKE COUNTY.

Quantities as called for in Proposal:

1. Clearing & grubbing, all required				200.00
2. Excavation, single classification,	60,000 Cu. Yds.	@	.30	18,000.00
3. Overhaul	25,000 Sta. Yds.	@	.05	1,250.00
4. Cement Rubble Masonry	40 Cu. Yds.	@	15.00	600.00
5. 12" Corrugated Iron Pipe	390 lineal feet	@	2.00	780.00
6. 18" Corrugated Iron Pipe	1650 lineal feet	@	3.00	4,950.00
7. 24" Corrugated Iron Pipe	480 lineal feet	@	4.50	2,160.00
8. 30" Corrugated Iron Pipe	250 lineal feet	@	5.00	1,250.00
9. 36" Corrugated Iron Pipe	170 lineal feet	@	7.50	1,275.00
10.48" Corrugated Iron Pipe	110 lineal feet	@	10.00	1,100.00
Total Estimated Cost				$31,565.00

C. W. WANZER
Division Engineer.

Myers Creek-Chetco River, Surfacing

BID ON NORTH UNIT

Item No.	Item		Unit Price	Amount
1.	Sub-base Course Surfacing	9,600 cu.yds	1.70	16320 ~~15360~~
	For - per cu.yd		$ - -	$ - - - - -
2,	B ase Course Surfacing	5,350 cu.yds	1.85	9897.50 ~~9630~~
	For - per cu.yd		$ - -	$ - - - - -
3.	Top Course Surfacing	4,275 cu.yds	1.05	
	For - per cu.yd		$ - -	$ 8263.75 - -
4.	Base Course Maintenance Materials	2,450 cu.yds	1.50	3675.00 ~~3430~~
	For - per cu.yd		$ - -	$ - - - - -
5.	Top Course Maintenance Materials	1,650 cu.yds	1.70	2805.00 ~~2739.00~~
	For - per cu.yd		$ - -	$ - - - - -
6.	Filler	4,000 cu.yds	.50	2000.00
	For - per cu.yd		$ - -	$ - - - - -
7.	Earth Cushion	3,000 cu.yds	.50	1500.00
	For - per cu.yd		$ - -	$ - - - - -
8.	Filler Haul	10,000 yd.mi.	.25	2500.00
	For - per yd.mi.		$ - -	$ - - - - -

Total Amount of Bid - NORTH UNIT ~~$ - - - - - -~~ 47,461.25

Myers Creek-Chetco River, Surfacing

4 4 7 1 5

BID ON SOUTH UNIT

Item No.	Item		Unit Price	Amount
1.	Sub-base Course Surfacing	26,000 cu.yds	~~1.15~~	~~55900~~ ~~54600~~
	For -per cu.yd		$ - -	$ - - - - -
2.	Base Course Surfacing	13,200 cu.yds	~~1.40~~ ~~1.35~~	~~3168~~ ~~31020~~
	For - per cu.yd		$ - -	$ - - - - -
3.	Top Course Surfacing	10,575 cu.yds	~~1.60~~ ~~1.55~~	~~27485~~ ~~26454~~ 27,495.00
	For - per cu.yd		$ - -	$ - - - - -
4.	Base Course Maintenance Materials	6,000 cu.yds	~~1.15~~ ~~1.20~~	~~17900~~ ~~13200~~
	For -per cu.yd		$ - -	$ - - - - -
5.	Top Course Maintenance Materials	4,000 cu.yds	~~1.40~~ ~~1.45~~	~~9800~~
	For -per cu.yd		$ - -	$ - - - - -
6.	Filler	9,000 cu.yds	.50	~~4500~~
	For - per cu.yd		$ - -	$ - - - - -
7.	Filler Haul	16,000 yd.mi.	~~.75~~	~~4000~~
	For - per yd.mi		$ - -	$ - - - - -

Total Amount of Bid - SOUTH UNIT $ ~~144,074.25~~ ~~144,607.25~~ 146,025.00

Gold Hill Section, Surfacing

Item No.	Item		Unit Price	Amount
1.	Sub-base Course Surfacing	550 cu.yds	1.60	880 ~~880.00~~
	For	per cu.yd	$ ~~- -~~	$ ~~- - - - -~~
2.	Base Course Surfacing	330 cu.yds	1.60 ~~1.70~~	594 ~~561.00~~ 528.00
	For	per cu.yd	$ ~~- -~~	$ ~~- - - - -~~
3.	Top Course Surfacing	220 cu.yds	~~2.00~~ ~~1.90~~	430 ~~418.00~~ 440.00
	For	per cu.yd	$ ~~- -~~	$ ~~- - - - -~~
4.	Base Course Maintenance Materials	2,450 cu.yds	1.60	3920.00 ~~3430.00~~
	For	per cu.yd	$ ~~1.40~~ - -	$ ~~- - - - -~~
5.	Top Course Maintenance Materials	1,450 cu.yds	1.85	2682.50 ~~2320.00~~
	For	per cu.yd	$ ~~1.60~~ - -	$ ~~- - - - -~~
6.	Hauling Maintenance Materials	12,000 yd.mi.	.22 ~~.20~~	~~2400.00~~ 2,640.00
	For	per yd.mi.	$ ~~- -~~	$ ~~- - - - -~~
7.	Filler	150 cu.yds	.50	75.00
	For	per cu.yd	$ ~~- -~~	$ ~~- - - - -~~
8.	Filler Haul	150 yd.mi.	.25	37.50
	For	-per yd.mi.	$ ~~- -~~	$ ~~- - - - -~~

Total Amount of Bid ~~$10,000.00~~ ~~11,019.00~~ 11,203.00

Add for new Sprinkling 11.00

SM 1-27

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MC[illegible]ONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

April 13th, 1927. IN REPLY PLEASE REFER TO FILE No. .....

ATTENTION: .....

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Attention: J. W. DeSouza

APR 15 1927
STATE HIGHWAY

Dear Sir:-

Following is the estimate on the Gold Hill Bridge Approaches that you asked for in your letter of April 12th, your file PR 131-A. This estimate may also be used for comparison of bids:

Item		
Sub-base Course Surfacing, 550 cu. yds. @ $1.50	per cu. yd.	$825.00
Base Course Surfacing, 330 cu. yds. @ $1.70	" " "	561.00
Top Course Surfacing, 220 cu. yds. @ $1.90	" " "	418.00
Base Course Maintenance Materials, 2,450 cu. yds. @ $1.90	per cu. yd.	4655.00
Top Course Maintenance Materials, 1,450 cu. yds. @ $2.00	" " "	2900.00
Hauling Maintenance Materials, 12,000 yd. mi. @ $.20	" yd. mile	2400.00
Filler, 150 cu. yds. @$.50	per cu. yd.	75.00
Filler Haul, 150 yd. mi. @ $.25	per yd. mi.	37.50
		$11,871.50
10% Engineering		1,187.15
		$13,058.65

Yours truly,

WM. [illegible]
Division Engineer

WEC/F

Myers Creek-Chetco River

QUALIFICATION CLAUSES

This proposal is submitted with the understanding that:

A. The bidder will _____ accept the award of the North Unit by itself.

B. The bidder will _____ accept the award of the South Unit by itself.

C. The bidder will _____ accept the award of both the North Unit and the South Unit.

D. If awarded both the North Unit and the South Unit, the bidder will make a lump sum reduction of __500.00_____ ($ _____).

NOTE: If the bidder would not wish to accept the award of one or the other of the two units by itself, or if he would not wish to accept the award of both units, he should so indicate by writing the word "not" in the proper space or spaces above.

CONTRACT#979,

SEE: CONTRACT#

1072

979 SEE: 1072

CONTRACT# 981,

SEE:

CONTRACT# 892,

27

981 SEE: Contract 892

CONTRACT #985,

SEE:

CONTRACT #891,

985 SEE: Contract 891

CONTRACT #987,

SEE:

CONTRACT #892,

52

987 SEE: Contract 992

CONTRACT #1002,
1111, 1205,

PR 134-A Mitchell-Keyes Creek 1930-1933
Summit Sec.

1002, 1111, 1205 Folder # 2

134-A

March 11, 1938

Mr. George S. Kerr
% George S. Kerr Company
Title and Trust Building
Portland, Oregon

Dear Sir:

In response to your oral request of this date, our records show that the final estimate allowed by the State Highway Commission to Milne & Bessalt for the construction of the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County, Contract No. 1206, was $140,158.02, which amount is $279.24 less than the amount shown on the semi-final voucher as being earned.

A check of the final field notes in connection with this project reveals that the contractors were allowed a little too much for certain items appearing on the semi-final estimate. Hence, it was necessary to make a deduction, totalling $279.24, from the final estimate.

The total amount of money earned and paid the contractors in connection with this project is, therefore, $140,158.02, of which amount $1,330.12 represents payment for force account work.

Very truly yours

Secretary

HBG:AJ

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

F:\2
pe 13a A

RECEIVED
FEB 18 1932
OREGON
STATE HIGHWAY COMMISSION

February 17, 1932

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I am sending herewith force account bill amounting to $340.96 which cover the cost of preparing the crusher site at Station 628 on the Ochoco Highway.

When contract No. 120B was awarded to Milne and Dussault, we specified that there was a suitable quarry site located in the south side of the road at Station626. Before they moved into this quarry,it developed that there was not sufficient hard rock there to meet their demands and so they could not use it and were forced to select a new site about 200 feet north of Station 628. The rock in the new site was harder than in the originally designated quarry, and it was necessary that a bridge be built across a borrow pit, some brush cut and two old creek channels filled in.

At the time the pit was changed we agreed to pay force account for the extra cost of this set up. Mr. Milne was of the opinion that he should have more than this extra cost of setting up and so went to Salem where Mr. Baldock and he agreed to add 5 cents to the contract price for the rock taken from quarry at Station 628, and a price agreement was written up to that effect.

The agreement stated that the five cents additional covered all costs incidental to this move, and we presumed that this meant no force account would be allowed for the clearing, filling in of the old channels and the building of the bridge, but it has since developed that we were wrong in this, and that

Dust

18

at the time Mr. Baldock and Mr. Milne made the agreement for the additional five cents the question of this force order was brought up and both thought that it had already gone through and been paid, so did not take it into consideration when the five cent price was agreed upon, and the price agreement written up.

As this is a just claim in accordance with our agreements and intentions, I would reccomend that it be approved.

Yours very truly,

K. D. Lytle,
Division Engineer.

KDL:E
Enclosure.
cc to R. H. Baldock.
cc to E. H. Probert.

PR 1344

PR
Surfacing

January 12, 1932.

Mr. H. C. Shaw,
Mitchell, Oregon.

Dear Sir:

We have your letter of January 10th, stating that you have not yet received payment for water furnished subsequent to September 25th, for sprinkling purposes on the Mitchell-Willow Creek Section of the Cohoes Highway.

We are taking this matter up with our field men and will advise you more fully as soon as we hear from them.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. E. Prebert,
Office Engineer.

EEP:ER

January 12, 1932.

Mr. Dean Swift,
Resident Highway Engineer,
Dayville, Oregon.

Dear Sir:

We have a letter from Mr. H. C. Shown of Mitchell, in which Mr. Shown states that he has received no payment for water furnished subsequent to September 26th, for use in connection with sprinkling operations on the Mitchell-Willow Creek Section.

If Mr. Shown is entitled to payment, as stated, please submit a statement of the quantities so that payment may be made.

A payment of $270.30 was made to Mr. Shown sometime in October. This payment was for water furnished during the period from July 30th to and including September 26th.

If no payment is due, please advise fully so that we may make proper reply to Mr. Shown.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Bill for $5.40 was submitted by Swift on Jan. 19th and was paid on Voucher #1377

SHP:ER

cc C. W. Vanser

#1257

Mitchell Oregon

June 10 - 1932

Oregon State Highway Commission
Salem Oregon

On Sept 26 1931 I Received a check from The State Highway Engineer for the Dean Creek Pit Check was for $2,626.31 but Sept 26 I Think and the Statute of Water Right Expired the Job was finished Some time in Oct about Nov 1st - Something like a 100 Yards and I never Received that yet Would like to See a Check on the Right Which was Used In by the Owners of the Water Rights

Yours Truly
H.C. Shown H.C. Shown

P.S. talked with Mr Cooper but did Not get much Satisfaction out of him

5,970,070 Gal (Warrant number
#2763 dis. Sept. 26th.

#1205
Wheeler

PP134a

December 30, 1931

Pacific Indemnity Company
Rule & Sons, Inc., Agents
American Bank Building
Portland, Oregon

Gentlemen:

You are hereby notified that State Highway Contract No. 1205 for the surfacing of the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County has been completed by the contractors Milne & Dussault and that final settlement will be made with said contractors on or after January 9, 1932.

The State is not advised of any unpaid claims for labor or material or of the existence of any claims, debts, dues or demands incurred against the project and remaining unsatisfied. You are advised that the State assumes no responsibility for any such claims should there be any.

This notice is being served on you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your further information, we wish to advise that the total amount paid to Milne & Dussault in connection with this contract will be $139,817.06 including the final payment. Of this amount $989.16 was for force account work.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

PR 1349

December 10, 1931.

Mr. Dean Swift,
Resident Highway Engineer,
Dayville, Oregon.

Dear Sir:

Reference is made to your letter of December 7th, relative to the determination of the quantities of broken stone taken by our oiling crews from the stock piles set out under the Mitchell-Willow Creek contract.

This broken stone is to be paid for at a price which contemplates measurement of the materials in stock pile. Such being the case, the contractor will not expect to receive more than the equivalent of stock pile measure, and the Department will not expect to pay more than the equivalent of stock pile measure.

It is generally conceded by contractors and engineers, that the difference between stock pile measure and truck measure runs somewhere between five and ten per cent of the truck measurement, the stock pile measure being the lesser, of course. In order that no hardship be worked on the contractor, we think it best to accept the lower figure, and to consider that a quantity of material which, when measured in trucks measures 100 cubic yards, is the equivalent of 95 cubic yards measured in stock pile. It is, therefore, the practice of the Department to use that ratio in reducing truck measurement to equivalent stock pile measurement.

We think that Milne & Dussault are already familiar with this practice, but even though they are not, the correctness and fairness of this procedure is so apparent that we are sure they will have no objection.

An extra copy of this letter is being enclosed and you may send it to Milne & Dussault, if you desire to do so.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
cc C. W. Vanser

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM
H. S. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

Dayville, Ore.
Dec,7,1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr.S.H.Probert
Office Engineer,
State Highway Dept.
Salem, Ore.

Dear Sir:-

I am in reciept of the semi-final estimate on the Mitchell - Willow Creek Section of the Ochoco Highway, and note the correction in which you deduct 5%,to equal pile measurement,from the maintenance material hauled out by the oiling crew. I would like to have a letter to the effect that the 5% should be deducted(if correct) with a carbon to the contractor,as this issue was brought up between myself and the contractor's superentendent at the time the material was being hauled by the oiling crew. In this contract(No.1205) I could find nothing stipulating that the 5% should be deducted,(I notice in later contracts that this provision for truck measurement is made in the special provisions). I am holding the semi-final until I hear from you,so as to make this check final.

Very truly yours,

Dean Swift

Dean Swift
Resident Engineer

c.c. Mr.C.W.Wanzer,

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PI(1349

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

November 3, 1931

Milne & Dussault
1063 East Broadway
Portland, Oregon

Gentlemen:

As you failed to complete your contract within the time limit set forth in your contract No. 1205, it will be necessary that you apply for an extension of time.

We therefor ask that you make such application at once. Consent to the extension by the bonding company should accompany it.

In order to save time this appriecation together with the consent of the bonding company should be mailed to this office.

Yours very truly,

C. W. Wanzer
Division Engineer

K. D. Lytle
Div. Office Engr.

RECEIVED
NOV 4 1931
OREGON
STATE HIGHWAY COMMISSION

cc Dean Swift
H. B. Glaisyer

#1205
Wheeler Co

PR 1349

November 8, 1951

Mr. C. W. Wanzer,
Division Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to your letter of October 27th concerning the time limit on the Milne & Dussault contract No. 1205 - Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County.

Please be advised that the Bureau of Public Roads requires an extension of time on all contracts that run over even if the over-run is just a few days. This particular job is a Bureau contract. It is noted from the semi-final estimate that the completion date was October 7th. If all the work in connection with the contract was completed on this date no extension will be necessary. However, if there was an over run of a few days the actual date of completion should be shown on the final estimate and the contract extended to that date.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

October 27, 1931.

RECEIVED
OCT 28 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: H. B. Glaisyer.

Dear Sir:

Receipt is acknowledged of your letter of October 26th relative to the time limit on Milne & Dussault's contract No. 1205 expiring October 15, 1931.

Mr. Wanzer wishes to advise that the contractors completed the crushing of rock on this job October 7, 1931 and that some time was then required in cleaning and straightening up the shoulders and cleaning up their camp and crusher set ups. This was completed about October 19th.

We should appreciate your advice as to whether an extension of time is necessary in such a case as this, when all the pay items were completed prior to October 15th. If an extension is required we will gladly secure the same upon receipt of your request.

Yours very truly

Yes

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

jah/c

P. S. We are in receipt, today, of the semi-final estimate from the Resident Engineer and will forward same to Salem tomorrow. J. A. H.

Form 20—F-20138—5M—1-31

PR 1349

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 10, 1931

Job name Mitchell - Willow Cr

Week from 3 to 10

Mail address Dayville

Highway Ochoco

Telegraph or telephone address 4

County Wheeler Job prefix 35PK

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Milne & Dussault finished crushing rock on Wednesday of this week, and is all done except for straightening up some shoulders and cleaning up. his camps and setups.

RECEIVED
OCT 15 1931

(See back of this sheet for instructions and detailed information)

Signed Dean Swift

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 18.0

Miles completed 18.0

Miles partially done 0

Total cubic yards in project 78543

Cubic yards produced to date 78543

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 20 *men,*

..... *teams,* ..... 3 *trucks*

Project will be completed about .....

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 35PK ..... *Percentage* 50
2. ..... 35PL ..... *Percentage* 50
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1205
Mitchell Cr
PR 134A

September 4, 1931

Union Oil Company,
Yeon Bldg.,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter 8 eptember 3rd in which you make inquiry concerning Milne & Dussault.

Please be advised that the above firm have state highway contract No. 1205 - Mitchell-Willow Creek Section of the Cohose Highway in Wheeler County. This contract consists of 18.0 miles of surfacing. Amount ofthe contract is $125,672.50. Completion date is October 15th, 1931. Bond was furnished by Pacific Indemnity Company for whom Rule & Sons, Inc. American Bank Bldg., Portland, Oregon, are resident agents. Amount of bond is $62,836.25.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

Sept. 3rd, 1931

Oregon State Highway Dept.
Salem, Oregon

Re: Milne & Dussault
Bonded Job #1205

Gentlemen:

We have just been advised that Milne and Dussault have been awarded a bonded job working for the State of Oregon Highway Department in the vicinity of Prineville, Oregon. We understand the job number is 1205.

We are contemplating making deliveries of petroleum products to the above subject to be used on this particular job and desire the following information. Kindly furnish the correct job number and complete description of the job, the amount of the contract, together with the approximate date of completion.

We would also like to know the name of the Bonding Company, the amount of the bond and the name and address of the local agent who wrote the bond.

For your convenience in replying and enclosing the above data, you will find attached, a self addressed, stamped envelope. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Gallaher

District Manager.

:RLB
Enc.

P 17 34a

September 2, 1931.

Mr. C. W. Wanzer,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

We are sending to you herewith for your files a copy of a price agreement covering an allowance to be made to Contractors Milne and Dussault for extra quarrying expense resulting from the abandonment of the quarry site located at about Station 628 of the Mitchell-Willow Creek Section.

The terms of this agreement are the outcome of a conference between Mr. Baldock and Mr. Milne.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

cc Dean Swift, Dayville, Ore.

encl.

PR 1349

FORM 2-G-1 7-30000 9/30 2-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

July 6, 1931.

RECEIVED
JUL 7 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

Reference is made to your letter of July 2nd regarding the Price Agreement covering the 4000 Cu. Yds. of selected borrow to be placed on the Mitchell-Willow Creek Section under contract #1205.

As all of the material covered by this agreement was used to straighten and true up the sub grade and as it was mostly all in excess of the amount of "selected borrow" called for in the contract we thought it would be best to have an agreement covering this over run. The original contract called for 8000 Cu. Yds. while the amount put on, including this 4000, will be around 12,000 Cu. Yds. It would have probably been best to have the contractor write us a letter agreeing to this over run but inasmuch as he has signed the agreement we would recommend that it be included in the file of this job but that the estimates be made as though it had never been ~~made~~ executed.

For the above reasons, we are returning the agreement again for your consideration.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.

PIR 134a.

FORM S-C-1 P-00000 500 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 25, 1931.

RECEIVED
JUN 26 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is "Order For Extra Work" to cover the work to be done in connection with the lowering of culvert pipe, installing new culvert pipe and changing the location of irrigation ditch on the Mitchell-Willow Creek Section of the Ochoco Highway, Milne & Dussault's contract No. 1205.

Mr. Wanzer has approved the order and it is now being sent to you for your consideration.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie

RECEIVED
JUN 26 1931
OFFICE OF
Assistant State Highway Engineer

jah/c
encls.

FORM 2-G1 P-50000 500 2-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
G. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR1349.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 25, 1931.

RECEIVED
JUN 27 1931

Mr. R. H. Baldock
Ass't. State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto is Price Agreement No. 3 relative to the widening of cuts and digging of drain ditches in connection with Milne & Dussault 's contract No.1205, Mitchell-Willow Creek Section of the Ochoco Highway.

This agreement has been prepared in accordance with the instructions in your letter of June 15. As stated therein, the contractor is to receive 50¢ per cubic yard as measured in trucks including an average of one half mile yard haul.

Yours very truly

C. W. Wanzer

C. W. Wanzer
Division Engineer

cww:c
encls.

RECEIVED
JUN 26 1931
OFFICE OF
Assistant State Highway Engineer

PR 134a

June 19, 1931.

Mr. C. W. Wanser,
Division Highway Engineer,
Bend, Oregon.

Dear Sirs

Mr. Baldock has reached an agreement with Milne & Dusault whereby the increased price at which payment is to be made for the subbase course of the surfacing being constructed on the Mitchell-Willow Creek Section, is to apply only to such of the subbase materials as are placed in accordance with the revised specification.

In order to make the record clear, please submit a revised price agreement to take the place of the one enclosed herewith, in which revised price agreement provision is made for the payment of the subbase materials which are placed in accordance with the revised specification at a price of $1.62½ per cubic yard. Mention should be made in the price agreement that payment for the 4,940 cubic yards of subbase materials, which were placed under the original specification, is to be made at the regular contract price of $1.55 per cubic yard.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

P-20000 500 2-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 13, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
JUN 15 1931
OREGON
STATE HIGHWAY COMMISSION

Attention: Mr. S. H. Probert.

Dear Sir:

Reference is made to your letter of May 5th in regard to the Price Agreement relative to the change in the manner of constructing the sub base on the Mitchell-Willow Creek Section of the Ochoco Highway.

As this job as been under the supervision of three different Resident Engineers, we have been delayed some in obtaining the exact date as to when Milne & Dussault, contractors, started brooming filler into the sub base under the new specifications.

We are now in receipt of a letter from Mr. Swift, Resident Engineer, on this job, relative to this matter in which he advises that Mile & Dussault started brooming filler into the sub base under the new specifications on September 15, 1930, at station 326. Using station 326 as a division point, the records show that a total of 4940. cubic yards of sub base material was placed under the original specification.

A copy of Mr. Swift's letter relative to this matter is being attached, for your information.

We do not have a Price Agreement covering this in our files and wonder if one has been approved, if so please send us our copy.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie

jah/c
encls.

F-80088 500 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Dayville, Ore.
June 10, 1931.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

COPY

Dear Sir:

A letter from Mr. J. E. Peck, dated June 8 1931 states that Milne and Dussault started brooming filler into the Sub-base under new specifications on Sept. 15, 1930, at station 326. Using Station 326 as the division point between the original and revised specifications, the records show that a total of 4940.0 Cu. Yds. of Sub-base material was placed under the original specifications.

Very truly yours,

(Sgd.) Dean Swift

Res. Engr.

Dayville, Ore.
June,13,1931.

Mr.C.W.Wenzer,
Division Engineer,
Bend, Ore.

Dear Sir:

On June 10th.I sent you the number of cubic yards that was processed under the original specifications on the Mitchell - Willow Creek Sec. your letter of the 10th.is at hand asking for the number of yards that was broomed under the new specifications,both quantities are;

Processed under the original specifications,---- 4940.0 C.Y.
Broomed under the revised specifications,------ 12231.0 C.Y.

Total sub-base placed to date,---------- 17271.0 C.Y.

Very truly yours,

Dean Swift
Resident Engineer

c.c. Mr.S.H.Probert
Office Engineer

OREGON STATE HIGHWAY COMMISSION

BEND, OREGON

May 25, 1931.

RECEIVED

Mr. C. W. Wenser,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to the price agreement relating to the change in the manner of constructing sub-base on the Mitchell-Willow Creek Section of the Ochoco Highway.

When discussing this matter with you a week or two ago, you stated that you would obtain for us an estimate of the quantities of sub-base materials that were placed under the original specification. We are wondering if you have overlooked submitting this information?

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

cc W. H. Stuart, ,
Mitchell, Oregon.

H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

May 8, 1931.

RECEIVED
MAY 11 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

I refer to your letter of May 5th., relative to the price agreement covering the change in the manner of laying the sub base course of surfacing on the Mitchell-Willow Creek Section of the Ochoco Highway.

This office was supposed to arrange with the contractors regarding this change but before it could be done, the contractors shut down for the winter and we did not get to see them. However, Mr. Baldock met Mr. Milne on the coast and they agreed on a price for the work. When I saw Mr. Milne afterwards he told me what had been done and I wrote up the agreement as he told it to me and then asked Mr. Baldock to check it.

Yesterday I saw Mr. Milne and again asked him what terms were agreed upon and he said that the agreement was properly written, stating that the 7½¢ was to apply on all the sub base.

As he and Baldock made the agreement, I suggest that he get in touch with him and straighten the matter out, to which he agreed. Milne left Mitchell yesterday with the intention of seeing Mr. Baldock. I would suggest that the matter be deferred until he and Baldock can settle the question.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
Div. Office Engineer

kdl/c
cc. Mr. R. H. Baldock

May 5, 1951.

Mr. G. W. Wanser,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to the price agreement relating to the change in the manner of constructing the sub-base course of the surfacing on the Mitchell-Willow Creek Section of the Ochoco Highway.

In this agreement, it is stated that the seven and one-half cent increase in price is to apply to all sub-base material on the entire project. We are informed by Mr. Baldock, however, that his understanding with the contractor was to the effect that this additional price was to be allowed only on such of the materials as were actually placed in accordance with the revised specification.

Unless there is some reason why the agreement should not be changed to conform with Mr. Baldock's understanding, please advise us to the quantities of sub-base material placed under the original specification, so that these materials may be exempted from the increase in price.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

OREGON STATE HIGHWAY DEPARTMENT

PRICE AGREEMENT

Applying to Extra Work and Extra Material

Job Mitchell-Willow Creek

Highway Ochoco Date April 5, 1921

County Wheeler Contract No. 1206

Contractor Milne & Dussault No.2.

Address 1853 East Broadway, Portland, Oregon.

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: (1) Change in plan in the construction of the sub-base. The sub-base stone shall be spread smooth, rolled until locked and filled with filler, which shall be added in thin spreads and broomed into the interstices and shall then be sprinkled and rolled. The addition of more filler, the sprinkling and rolling shall continue until the sub-base is hard and firm. The sub-base, when completed, shall not vary more than 1 inch when tested with a straight edge 10 feet in length.

(2) The sub-base stone shall be changed from 2"-1" to 2½"-1".

Estimated quantities and agreed prices: The contractor shall be paid 7½¢ additional over and above his bid price, agreed forth in the contract, for all sub-base material on the entire project. The State will continue to pay for all sprinkling.

See letter of April 5th.

Specifications:

FP Publication

(Use back of sheet if more space is required)

Recommended for approval:

W. H. Linnard
Resident Engineer.

Signed: Milne & Dussault
by A Milne
Contractor.

Recommended for approval:

C. W. Stanger
Division Engineer.

Approved:

R. A. Klein
State Highway Engineer.

INSTRUCTIONS: After the signature of the contractor has been obtained, submit the original and four copies to the Salem Office. After approval by the State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer and the Resident Engineer.

FORM S-A-1 S-18477 5000 10-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

June
15th
1931

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE No.

Mr. C. W. Tanzer
Division Engineer
State Highway Department
Bend, Oregon

PE 134-01

Dear Sir:

With reference to Mr. Klein's communication to you under date of May 22 regarding additional drainage work required on the Mitchell-Willow Creek Section of the Ochoco Highway, station 400 to station 715, contract No. 1205, Milne & Dussault, contractors.

Mr. Milne was in the offices today and stated that he could not do the work for a price of 35¢ per cubic yard, measured in trucks. After discussing the matter with Mr. Klein, it was agreed that we would be willing to pay him his price of 30¢ per cubic yard as measured in trucks including an average of one-half yard mile haul. Any haul in excess of that shall be paid for at the rate of 10¢ per cubic yard mile as measured in half mile units.

Please draw up an agreement to this effect and Mr. Milne will sign it when he is up there the last of this week. It is further understood that, if possible, he will keep this haul within the half mile average.

Yours truly,

R. H. Baldock

R. H. Baldock
Assistant State Highway Engineer

RHB/er

cc R. A. Klein

PR 1-34a.

OREGON STATE HIGHWAY COMMISSION

R. H. BALDOCK, WALDO D. WEBB DIVISION ENGINEER

BEND, OREGON

May 22, 1951

Mr. C. W. Wenzer
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Reference is made to your letter of May 11, 1951 concerning additional drainage required on the Mitchell-Willow Creek Section of the Ochoco Highway, Sta. 400 to Sta. 716, contract No. 1205, Milne & Dussault, contractors.

It is noted that the contractors are willing to do this work at the prices bid for selected borrow which provides for truck measurement and an average haul of not to exceed one-half mile. Also, it is noted that the excavation involved in the construction of irrigation ditches and covering of the culvert pipes would be paid for as extra work. This latter is satisfactory, but as for the new ditches and ditch widening, it would seem that their price of fifty cents is high, inasmuch as they now have all of their equipment on the ground and the additional yardage would represent material in addition to the contract amount of selected borrow, and also from the fact that the material is measured in trucks which would give at least a twenty per cent swell.

Under these circumstances, I think their price of fifty cents is too high, but would be willing to give them the work on a basis of thirty-five cents a yard, truck measurement, with a free haul up to one-half mile and payment thereafter at eighteen cents per yard mile, which is the price bid for filler haul.

If this arrangement is satisfactory, you may prepare a price agreement and have the same executed by the contractor. Please, however, be careful to hold the quantities to the amounts shown in Mr. Swift's estimate so that the total amount of this contract may be held to the minimum overrun.

Very truly yours

State Highway Engineer

RAK:HI

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

May 11, 1931.

RECEIVED
MAY 12 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We have had Dean Swift work up an estimate of cost covering the work we think is necessary to properly drain the road bed from station 400 to station 716 on the Mitchell-Willow Creek Section of the Ochoco Highway. You will recall that this drainage problem was taken up with you upon your last visit to that job, April 26th.

The contractors, Milne & Dussault, have expressed their willingness to do this work under the conditions set forth under the item "Selected Borrow" in their contract except that they would want us to pay for the excavation involved in construction of the irrigation ditches and the covering of the culvert pipes to be paid for as "Extra Work."

As their price on "Selected Borrow" provides for an average haul of not to exceed ½ mile, there would be no over haul item and the price for the excavating of all materials, with the exception as above noted, would be fifty cents per cubic yard. Under the contrac this material is to be measured in trucks but I think they would take cross section measurement.

We think this price is fair enough considering the nature of the work and would recommend that the job be done in this manner. The total cost of the job as estimated by Swift would be $3466.00.

If this plan meets with your approval, will you please advise us and we will write up an agreement and have it signed by the contractors. A copy of Mr. Swift's letter and estimate are attached hereto.

Yours very truly
C. W. Wanzer
C. W. Wanzer
Division Engineer.

cww:c
encls.
cc. Dean Swift.

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Dayville, Ore.
May 8, 1931.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

COPY

Dear Sir:

The inclosed is an estimate of the cost to secure adequate drainage from Sta. 400 to Sta. 716 on the Mitchell-Willow Creek Section of the Ochoco Highway.

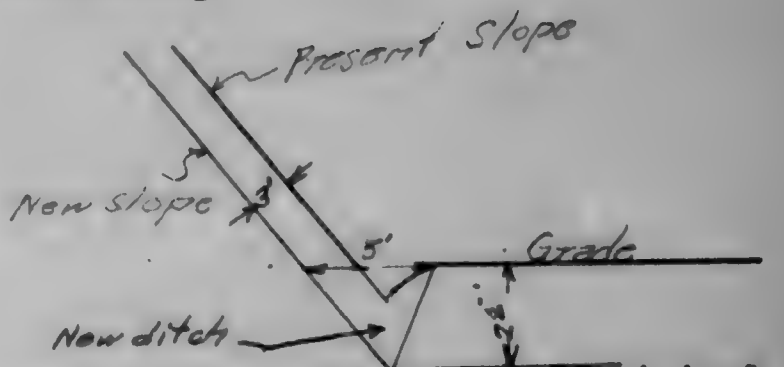
Mr. Milne of the Milne and Dussault Co. would agree to move this material as special borrow under their contract No. 1205. This material would be hauled and placed along the fills, but in no case would the haul exceed ½ mile, so I am using their prices with no haul price added. However, this would include only the cut widening and side ditch drainage, as Mr. Milne would not care to have the lowering of the pipes and the irrigation ditches at this price.

Very truly yours

(Sgd.) Dean Swift.
Res. Engr.

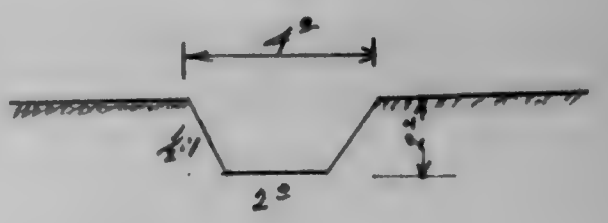
Cut Widening & Ditcheing

Sta.	Sta.	Com.	Int.
417+50	423+50	408	410
429+50	433+50	336	338
449+50	458+25	326	310
459+0	464+0	396	100
		1466	1158



Side ditch drainage in places where the grade is near the original ground.

400+50	404	223
409	413+50	540
433+50	440+50	118
466	470+50	100
526+50	531	340
540+50	545	119
604+50	665	282
672	678+50	193
701+50	716	517
		2432



5056 Cu. Yds. @ $0.50 $2528.00

Lowering pipes and hanging irrigation ditches.

474	37	134 ft. 18" pipe under approach to service station
478	10	48 ft. 18" " " "
523+50	10	26 ft. 24" " " "
678+75	170	50 ft. 18" Pipe and irrigation ditch.
693	10	40 ft. 24" Pipe under appr. & extension on irr. pipe.
700 (Drain to) (Creek)	150	60 ft. 18" Pipe irr. & crossing.
699+50	13	30 - 6" porus drain tile & drain ditch.
	400	C. Y. 118 ft. of 18" pipe can be salvaged and replaced.

400	C. Y.	Exc. @ $0.75	$300.00
174	Lin. Ft.	18" pipe @ 2.20	382.80
66	" "	24" " @ 3.20	211.20
30	" "	6" porus drain tile @ $1.50	45.00
			$938.00

Mr. Baldock
Check this over and
give me your recommendation
RNK

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

COMMISSION

IN REPLY PLEASE
REFER TO FILE NO.

Dear Sir:

With reference to the attached correspondence regarding the recommendation by Mr. Wanzer for certain drainage work in Station 400 to 716, on the Mitchell-Willow Creek Section on the Ochoco Highway.

I would consider their price for selected borrow, truck measurement, at 50 cents per cubic yard, including haul within one-half mile to be too high. In my opinion the work would be worth about 35 cents per yard, cross section measurement, with an agreed price of 4 cents per cubic yard station of haul or 20 ¢ per cubic yard mile haul, as measured by half mile units, and that a special price agreement be drawn up to cover this work on some such agreed price as stated.

I would think that the cost of the construction of the irrigation ditches and the lowering of the culvert pipes could be handled as Mr. Wanzer suggests.

However, I am strongly of the opinion that the cost of 50¢ per cubic yard per truck excavation is too high in-as-much as this material will swell approximately 20%.

Not Present
Returned by RNK

Yours truly,

R. H. Baldock,
Assistant State Highway Engineer.

RHB-h

8-30

[illegible], CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 13, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Office.

Dear Sir:

With reference to the attached correspondence regarding the recommendation by Mr. Wanzer for certain drainage work in Station 400 to 716, on the Mitchell-Willow Creek Section on the Ochoco Highway.

I would consider their price for selected borrow, truck measurement, at 50 cents per cubic yard, including haul within one-half mile to be too high. In my opinion the work would be worth about 35 cents per cubic yard, cross section measurement, with an agreed price of 4 cents per cubic yard station of haul or 20 ¢ per cubic yard mile haul, as measured by half mile units, and that a special price agreement be drawn up to cover this work on some such agreed price as stated.

I would think that the cost of the construction of the irrigation ditches and the lowering of the culvert pipes could be handled as Mr. Wanzer suggests.

However, I am strongly of the opinion that the cost of 50¢ per cubic yard per truck excavation is too high in-as-much as this material will swell approximately 20%.

Yours truly,

R. H. Baldock,
Assistant State Highway Engineer.

RHB-h

May 13, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Office.

Dear Sir:

With reference to the attached correspondence regarding the recommendation by Mr. Wanser for certain drainage work in Station 400 to 716, on the Mitchell-Willow Creek Section on the Cohoes Highway.

I would consider their price for selected borrow, truck measurement, at 30 cents per cubic yard, including haul within one-half mile to be too high. In my opinion the work would be worth about 25 cents per cubic yard, cross section measurement, with an agreed price of 4 cents per cubic yard station of haul or 20 ¢ per cubic yard mile haul, as measured by half mile units, and that a special price agreement be drawn up to cover this work on some such agreed price as stated.

I would think that the cost of the construction of the irrigation ditches and the lowering of the culvert pipes could be handled as Mr. Wanser suggests.

However, I am strongly of the opinion that the cost of 30¢ per cubic yard per truck excavation is too high in-as-much as this material will swell approximately 20%.

Yours truly,

R. H. Baldock,
Assistant State Highway Engineer.

RHB-h

FORM S-C-1 P-20000 1000 3-31

COMMISSIONERS
M. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
M. B. GLASGYER
SECRETARY

PIC 1349

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 14, 1931.

Mr. Dean Swift
Resident Engineer
State Highway Department
Dayville, Oregon

NOTED
State Highway Engineer

Dear Sir:

In regard to the preparation of the sub grade on that portion of the Mitchell-Willow Creek Section of the Ochoco Highway, Station 520 to 646, as outlined in Mr. Stewart's letter to me under date of May 5th (copy of same mailed to you) is approved the plan not to disturb the present gravel surface, but to build up the grade to a uniform section by the addition of selected borrow, the shoulder support for the surfacing to be made of the same material. It is understood that gravel and talus of good quality are available for that purpose and will be placed at the bid price for selected borrow, that is, fifty cents per cubic yard.

Based on the above, have a special agreement covering this over run of quantities made up and signed by the contractor, Mr. Milne, who understands what we want to do and who said he would do it for his bid price on "Selected Borrow."

Yours very truly

C. W. Wanzer
Division Engineer

cww:c
cc. Mr. Roy A. Klein.

Form 8-G-1 8-17410 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR
Mitchell - Willow Creek
Surfacing.

PR 1349.

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

May 11, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached hereto please find Order for Extra Work on Milne & Dussault's contract #1205. This order is to cover work in connection with the testing of quarry sites at station 826 and station 626.

Yours very truly

C. W. Wanzer

C. W. Wanzer
Division Engineer

cww:c
encls.

RECEIVED
MAY 12 1931
COMMISSION

Surf

OREGON STATE HIGHWAY COMMISSION

May 11, 1931

P/C 134a

Mr. C. W. Hanser
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

This will answer your letter of May 9, 1931, regarding the preparation of subgrade on that portion of the Mitchell-Willow Creek Section of the Ochoco Highway between Sta. 520 and 645. On account of the sub-grade on this section being somewhat unstable, your plan not to disturb the present gravel surface, but to build up the grade to a uniform section by the addition of selected borrow is approved, the shoulder support for the surfacing to be made of the same material. It is understood that gravel and talus of good quality are available for that purpose and will be placed at the bid price for selected borrow, that is, fifty cents per cubic yard.

Very truly yours

State Highway Engineer

RAK:HH

E-17416 2000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

May 9, 1931.

RECEIVED
MAY 11 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

I hand you herewith a copy of a letter written by Mr. Stewart regarding the preparation of the sub grade of that portion of the Mitchell-Willow Creek Section of the Ochoco Highway between Sta. 520 and 645.

You will recall that we talked over this matter of building up the low places in the sub grade with you April 26th and explanied just what we wished to do.

Will you kindly write us as to whether or not it will be permissable to do this work as outlined. If granted this permission we will draw up an agreement with the contractor covering this over run of quantities. Mr. Milne understands just what we wish to do and is willing to proceed with the placing of the "Selected Borrow" at his bid price.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c

E-C-1 8-17416 5000 7-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

Office of C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Mitchell, Oregon
May 5, 1931.

COPY

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

Dear Sir:

In reference to selected borrow for Keyes Creek Summit-Fort Creek Section of the Ochoso Highway.

The sub grade on this section is rather irregular, due to settlement and material for shoulder support for surfacing is necessary. In as much as the sub grade on this section is built through a swamp country and rather unstable I would recommend that the present crust of gravel be not scarified, but that the grade be brought to a uniform section by the addition of selected borrow. The shoulder support for surfacing to be made of the same material. Gravel and talus of a good quality are available for that purpose.

In order to do this it will be necessary to over run the estimated quantities of the contract by about four thousand cubic yards of selected borrow.

On the basis of Mr. Klein's verbal approval of April 26th I am making arrangements with the contractor to proceed with this work.

Very truly yours

W. H. Stewart

Res. Engr.

cc. Dear Swift.

FORM B-A-1 B-10095 4000 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 4, 1931

PF 134-a

IN REPLY PLEASE REFER TO FILE NO.

U. S. National Bank
Portland, Oregon.

Attention: Mr. Koler,
Credit Department.

Gentlemen:

As per your telephone request of today, I am forwarding three blank copies of our Assignment of Claim form to be used in connection with our monthly contract estimate vouchers.

As stated over the telephone, you will note that this form must be signed by some one connected with the contracting firm and should be witnessed by two persons. There is also required the written consent of the surety company on the contract. In filling out the form, in case it is desired to assign all of the amount due or to become due on the contract, the form should so state, specifying the contract number and the description of the work. If it is only for one estimate then the contract number and the estimate number should be clearly indicated.

As it will, of course, be impossible to hold up any estimates awaiting your reply, it is desirable that the form be sent in promptly in case you intend to use it. If it is not found necessary to use the assignments, I would be pleased to receive advice to that effect in order that we may not be in doubt as to whether or not such an assignment is intended some time later.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F Smith
Auditor.

CFS L
cc H. B. Glaisyer, Office.

Enc. 5

Milne & Dussault.
contracts 1127
1205

PR 1340

March 18, 1931

Mr. Paul W. Childers
Van Vactor & Childers
205-206 First National Bank Bldg.
The Dalles, Oregon

Dear Sir:

Your letter of the 13th instant addressed to Hal E. Hoss, Secretary of State, concerning the claim of E. T. Loomis against Edward Krieg for services rendered in connection with the construction of a bridge over Drift Creek, two and one-half miles south of Silverton, has been referred to this office for reply.

The particular bridge that you mention is not located on the State Highway System and therefore the State Highway Commission has nothing whatever to do with it, it being strictly a county proposition. Notice of Mr. Loomis's claim should be filed with the County Court of Marion County, Salem, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBQ:W

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 16, 1931

State Highway Commission,

Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer, Chief Clerk

We are enclosing for your attention, a letter received from Van Vactor & Childers, Attorneys, The Dalles, Oregon, requesting information regarding contract and bond covering construction of a bridge located on Drift Creek, near Silverton.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

PAUL W. CHILDERS

VAN VACTOR & CHILDERS

ATTORNEYS-AT-LAW
303-306 FIRST NATIONAL BANK BLDG.
THE DALLES, OREGON

March 13, 1931

Hal E. Hoss
Secretary of State
Salem, Oregon

ANSWERED
H. B. G.

Dear Sir:

Mr. E. T. Loomis informs me that he worked on bridge work contracted to Edward Krieg, between July 25th and September 3rd, 1930 inclusive, and again between October 1st and October 15th, 1930 inclusive.

This bridge is located on Drift Creek, two and one-half miles from Silverton.

Mr. Loomis earned on this job, approximately $354.37, which includes over time, in accordance with Section 49-704, Oregon Code 1930.

At divers times the contractor paid Mr. Loomis $145.00, leaving a balance due on the 16th day of October, 1930, of $209.37, which should bear interest at the rate of Six per cent per annum.

In the event that suit is instituted, of course this will also call for attorney fees.

I presume that Mr. Krieg was required to furnish a bond in accordance with law. If he did not furnish a bond, then the officers authorizing the work, would be liable for these wages.

I will be glad to hear from you at your earliest convenience, giving me information as to whether there was a bond filed by or on behalf of Mr. Kriege, and if not, who the officers were, authorizing the contract.

Trusting I may hear from you at a very early date in regard to this matter, I am,

SECRETARY OF STATE
RECEIVED
MAR 16 1931
HAL E. HOSS

Very truly yours,

Paul W. Childers

PWC
:
K

cc/ U. J. Boyer
County Clerk Marion County
Salem, Oregon

Respectfully referred to Highway Commission
STATE DEPARTMENT

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 134A

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

December 5, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

There is enclosed herewith an approved copy of the Special Provisions covering Oregon Federal Aid Project Number 134-A.

Very truly yours,

W. H. LYNCH
District Engineer

By [signature]
H. J. Canfield
Highway Engineer.

Encls.

One 134-a

SPECIAL PROVISIONS

Mitchell-Willow Creek, Surfacing

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A.M. (10:00 A.M.) on the twenty-sixth (26th) day of June, 1930.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the following work on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County:-

1. Construction of 18.0 miles of broken stone surfacing.

2. Furnishing of approximately 19,000 cubic yards of broken stone for later use by the State in connection with maintenance and betterment operations.

The west end of the project is at Station 1+00, which station is at the west end of the bridge over Bridge Creek in the town of Mitchell. The east end of the project is at Station 957+00, which station is approximately seventeen miles east of the town of Mitchell.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than October 15, 1931.

BROKEN STONE SURFACING

Kind and Quality of Materials:

The materials to be used in the construction of the broken stone surfacing shall be clean broken stone manufactured from hard, durable and otherwise suitable rock which, when subjected to the standard abrasion test shows an abrasive loss not exceeding four (4) per cent.

Rock meeting the above specificied requirements is available at the following locations:

FOR ATTACHMENT 3+M

DATE R.O. 7/26/30

1.	75	feet	north	of	Station	121.
2.	25	"	"	"	"	157.
3.	200	"	south	"	"	267+50.
4.	25	"	"	"	"	626.
5.	25	"	"	"	"	829.
6.	25	"	"	"	"	898.

Rock of suitable hardness is also available about 400 feet north of Station 450, but on account of the presence of numerous seams of dirt, the acceptability of that rock for use in the manufacture of the broken stone which is to be furnished for maintenance and betterment purposes, is doubtful.

Acquisition of Property Rights:

The State will acquire and will make available to the contractor, without charge, the right to take rock for the work from whichever ones of the above described locations the con tractor may elect to use. The State will also qcquire and furnish to the contractor the right to use such property adjacent to those locations as is needed for sites for the crushing plants and bunkers and as is needed for hauling roads.

In case the contractor should elect to use some source or sources of material other than those described, the State will, if the rock is acceptable, acquire title to such source or sources, and will allow the contractor to use the rock therefrom, it being understood, however, that in that event the contractor will be required to reimburse the State for all expense incurred in excess of five hundred dollars per source so acquired.

Development of Sources of Materials:

The contractor shall bear all expense incidental to the opening, developing and operating of the sources of materials, including the removing of overburden, the separating and wasting of inferior rock, and the constructing and maintaining of hauling roads.

Sizes of Materials:

The broken stone to be used in the surfacing work shall be of four sizes: sub-base materials, base materials, top materials, and screenings.

All of each size of material shall pass a screen having openings of a certain size, and all of each size of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of Openings In Screen Thru Which All Must Pass	Size of Openings In Screen Upon which All Must Be Retained
Sub-base Materials	3" circular	1 1/2" circular
Base Materials	2" "	1" "
Top Materials	1" "	1/2" Cir. or 1/4" Sq.
Screenings	1/2" "	(To Dust)

Each size of material shall be well graded between the specified maximum and minimum size limits. It shall be optional with the contractor whether the top materials are 1" to 1/2" materials, or 1" to 1/4" materials.

Cross-section and Number of Courses:

The cross-section to which the surfacing is to be constructed, the number of courses in which the surfacing materials are to be placed, and the cross-section of each of the courses shall, in general, be as indicated in the plans. These features shall, however, be subject to reasonable variation by the engineer to meet varying conditions encountered.

Quantities of Materials per Mile:

In computing his bid prices, the contractor shall assume that the surfacing materials are to be placed at the following rates per mile:

Portion of Proj.	Length in Miles	Number of Cubic Yards Per Mile: S.Base Matls	Base Matls	Top Matls	Screenings	Total
Sta. 1 to 379	7.06	1,325	850	325	250	2,750
Sta. 379 to 387	0.15	2,300	850	325	250	3,725
Sta. 387 to 396	0.17	1,975	850	325	250	3,400
Sta. 396 to 488	1.74	2,300	850	325	250	3,725
Sta. 488 to 504	0.30	1,975	850	325	250	3,400
Sta. 504 to 721	4.11	2,300	850	325	250	3,725
Sta. 721 to 732	0.21	1,325	850	325	250	2,750
Sta. 732 to 739	0.13	2,300	850	325	250	3,725
Sta. 739 to 745	0.11	1,325	850	325	250	2,750
Sta. 745 to 810	1.23	2,300	850	325	250	3,725
Sta. 810 to 823	0.25	1,975	850	325	250	3,400
Sta. 823 to 875	0.98	1,650	850	325	250	3,075
Sta. 875 to 887	0.23	1,975	850	325	250	3,400
Sta. 887 to 957	1.33	1,650	850	325	250	3,075

Two Types of Earth Shoulder Construction:

On certain portions of the project, the earth shoulders between which to construct the surfacing shall be formed by a trenching of the subgrade. On other portions of the project, the shoulders between which to construct the surfacing shall be formed by building up the edges of the roadbed with earth materials excavated from borrow pits and brought onto the roadbed for that particular purpose.

The portions of the project on which the shoulders are to be constructed of borrowed materials are those portions which, at the time this contract is entered into, carry temporary surfacings of talus materials. Those portions are as follows:

Stations	38 to 54	0.30 miles
"	59 to 100	0.78 "
"	157 to 217	1.14 "
"	239 to 243	0.08 "
"	250 to 280	0.57 "
"	290 to 379	1.69 "
"	396 to 553	2.98 "
"	565 to 732	3.16 "
	Total	10.70 "

The construction of those of the earth shoulders which are formed by a trenching of the subgrade shall be considered a part of the preparation of subgrade work, and payment for the same shall be understood to be included in the payment for the broken stone surfacing. The construction of those of the earth shoulders which are to be constructed of borrowed material shall be considered an operation separate from the preparation of subgrade, and shall be performed and paid for in the manner specified hereinafter under the head "Special Borrow."

Preparation of Subgrade:

Where the earth shoulders are to be constructed of borrowed materials, the preparation of the subgrade will consist of the performance of whatever blading, scarifying, rolling and other work may be necessary to bring the area between the earth shoulders to uniform crown and grade with a surface free from ruts, humps, depressions and other irregularities, and to thoroughly compact the same.

Where the earth shoulders are to be formed by a trenching of the subgrade, the subgrade shall, by means of blade graders and other suitable equipment, be shaped up and brought to uniform crown and grade with a surface free from ruts, humps, depressions and other irregularities. A trench in which to construct the surfacing shall then be constructed, which trench shall be of such form and depth that after the surfacing is completed and the earth shoulders leveled down, as hereinafter provided, the cross-section of the surfacing and the position of same with reference to the roadbed will be as indicated in the cross-section plan. The trench shall be excavated and trimmed to accurate line, grade and cross-section, after which the bottom of the trench shall be thoroughly compacted by rolling.

The subgrade shall be prepared only a short distance in advance of the placing of surfacing materials, and after it has once been prepared, it shall be maintained true to cross-section, grade and surface until covered. It must be in a condition satisfactory to the engineer at the time surfacing materials are placed upon it.

Outline of Construction Procedure:

On the subgrade prepared as above specified, sub-base materials for the first course of the sub-base shall be spread to the thickness required. Filler material shall then be spread over the sub-base materials in such quantities as may be required, and these materials shall be mixed with the sub-base materials by blading the materials back and forth across the roadway. After the filler is thoroughly and uniformly mixed with the sub-base materials the materials shall be spread over the subgrade, and after having been brought to a smooth and uniform surface, shall be thoroughly compacted by rolling.

If the sub-base is to be more than five inches in thickness, it shall be constructed in two courses of approximately equal thickness, the second course being constructed in exactly the same manner as is above specified for the construction of the first course.

After the sub-base has been completed, the construction of the base course shall be proceeded with as follows: Base materials shall be spread to the thickness required and brought to a smooth and uniform surface by blading and rolling, additional base materials being spread by hand as may be necessary to eliminate all inequalities and bring the course to a surface which, when tested with a ten-foot straight edge, will show no variations greater than one-quarter of an inch. When this condi-

tion has been obtained, screenings shall be spread over the surface in thin layers, each layer being worked down into the base course by rolling and brooming. While this operation is in progress, filler materials of the kind hereinafter described shall be added in such quantities as the engineer may order, and worked into the base course along with the screenings. The rolling and brooming and the application of screenings and filler materials shall be continued until the base course is completely filled, keyed and compacted. If, when the compacting of the base course is completed, there is an excess of screenings or filler on the top of the course, these excess materials shall be loosened, broomed into piles, hauled ahead and incorporated in the basecourse where needed.

The top course of the surfacing shall be constructed in the same manner as is above specified for the base course except that top course materials are to be used instead of base course materials and the filling will be done with filler materials alone,no screenings being used. The course shall be thoroughly compacted by rolling and when completed, it must have a surface which, when tested with a ten-foot straight edge, will show no variations greater than one-quarter inch.

Spreading of Materials:

To insure uniformity in the thickness of each course, the spreading of sub-base materials and base materials shall be done with an approved form of mechanical stone spreader mounted on its own wheels and designed to "strike-off" the rock as it is spread as well as to give accurate control of the rate at which the stone is deposited.

The spreading of top materials, screenings and filler shall be done through properly designed spreader boxes attached to the rear ends of the hauling trucks.

After having been spread from the stone spreader or from the spreader boxes, each spread of materials shall be further spread and smoothed up by means of long wheel base motor graders and wheeled drags.

Rolling and Brooming:

The rolling of the subgrade and of each of the courses of the surfacing shall be done with suitable three-wheeled ten-ton rollers. A single roller will not be expected to perform the rolling for more than fifteen (15) cubic yards of materials per hour, and additional rollers must be provided when materials are being placed at a greater rate.

The rolling shall in all cases begin at the sides of the roadway, overlapping the shoulders, and shall progress toward the center of the roadway, thoroughly covering the entire surface of the roadway with the rear wheels.

The brooming shall, in general, be done by means of suitable brooms attached to the rollers and blade graders. Hand brooming shall be resorted to, however, whenever necessary in order to obtain the best result.

Sprinkling:

Such sprinkling work as may be required will be done by state forces. Sprinkling will be done, however, only where water is conveniently available.

Trimming of Earth Shoulders:

After the top course of the surfacing has been placed and compacted, the earth shoulders shall be leveled down, and the entire roadbed surface shall be made to conform to the cross-section indicated in the cross-section plan. If there be any excess of excavated materials, or, if any rock fragments or stones project above the level of the shoulders, such excess materials and rock fragments and stones shall be picked up and disposed of to the satisfaction of the engineer. All earth, stones, rocks and other matter that may come into the cut ditches as a result of the contractor's operations, shall be removed from the ditches and disposed of in a satisfactory manner.

Intervals Between Different Operations:

The subgrade shall be prepared at least five hundred feet but not more than two thousand feet ahead of the placing of sub-base materials. Each course of the sub-base shall be completed over the entire length of the unit being surfaced from a given plant set-up before the placing of the materials for the course which is to come upon it is commenced. The base course shall be completed at least one t housand feet ahead of the placing of top ccurse materials.

Responsibility for Maintenance:

The contractor will be required to blade and otherwise maintain the surfacing in good condition until such time as he can complete and turn over to the state the whole of the unit being surfaced from a given plant set-up. As soon as each unit being surfaced from a given plant set-up is completed in its entirety, its maintenance will be assumed by the State.

Measurement and Payment:

For the construction of the broken stone surfacing as hereinbefore specified, payment will be made at the prices bid for the following items:

1. Sub-base Materials in Surfacing.
2. Base Materials in Surfacing.
3. Top Materials in Surfacing.
4. Screenings in Surfacing.

The prices bid for those items shall be understood to include and cover the preparing of the subgrade, the furnishing, crushing, screening, loading, hauling, spreading and rolling of the broken stone, the trimming of the earth shoulders, and all other work and expense involved in the complete construction of the surfacing as hereinbefore specified, except the furnishing, loading and hauling of filler material, and the construction of those of the earth shoulders which are constructed of borrowed materials, which work shall be separately paid for as hereinafter specified. It shall be understood, however, that if, upon completion of the work, it is found that the amount of hauling necessarily performed in the delivery of the surfacing materials has been greater or less (in proportion to quantities of materials delivered) than would have been required had the distribution of the surfacing materials been exactly as specified, an adjustment because of this difference in haul will be made at a rate of sixteen cents ($0.16) per yard mile, which adjustment shall be in favor of the contractor if the relative haul has been increased and against the contractor if the relative haul has been decreased.

In computing the number of yard miles of hauling actually performed and in computing the number of yard miles of hauling required under the specifications, for a comparison of the two as above provided, the haul distances to be used shall, in each case, be the distance to the nearest of the quarries used, the distance to be measured in half-mile units, fractional half-miles being allowed for as full half-miles.

The quantities of surfacing materials to be paid for shall be determined by measurement of the materials in the trucks at the point of loading. To facilitate the measurement of the materials in trucks, the contractor shall, by striking off or by other means, bring the materials in each load to a level surface with all corners completely filled.

MATERIALS FOR MAINTENANCE AND BETTERMENT PURPOSES

Work to be Done:

Under this specification the contractor shall furnish in stock pile approximately 19,000 cubic yards of broken stone for later use by the State in connection with maintenance and betterment operations.

Quality of Materials, Etcetera:

The broken stone to be furnished for maintenance and betterment purposes shall be broken stone of the same kind and quality as is hereinbefore specified for the broken stone to be furnished for the surfacing work. In this connection, however, attention is called to the fact that cleanness and accurate grading are of particular importance in connection with materials for maintenance and betterment purposes, and deviations from perfection in these matters which might be permissible in connection with materials for use in surfacing construction will not be permitted in connection with the materials to be delivered in stock piles. Unless all dirt, dust, clay and other objectional matter is completely removed by dry screening, the materials shall be made clean by washing.

Acquisition and Development of Sources:

The sources of the rock from which the maintenance and betterment materials are to be manufactured shall be acquired and developed in accordance with the same provisions that apply to the acquiring and the developing of the sources of the rock from which the surfacing materials to be furnished are to be obtained.

Sizes of Materials:

The materials shall be of three sizes, which sizes will hereinafter be referred to as 1 1/2" to 1" Materials, 1" to 1/2" Materials, and 1/2" to 1/4" Materials.

All of each size of material shall pass a screen having openings of a certain size, and all of each size of material shall be retained on a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of Openings in Screen Thru Which All Must Pass	Size of Openings In Screen on Which All Must be Retained
1 1/2" to 1" Materials	1 1/2" circular	1" circular
1" to 1/2" "	1" "	1/2" "
1/2" to 1/4" "	1/2" "	1/4" square

Each size or grade of material shall be well graded between the specified maximum and minimum limits.

Place of Delivery:

The materials shall be delivered in stock piles, which stock piles shall be located upon such suitable sites alongside or near the section of highway which is involved in this project, as the engineer may select and designate.

In a general way, there shall be one stock pile site for each three miles of highway, the location of each site and the quantities of materials stock piled upon it to be such as will avoid any back hauling of the materials when they are eventually placed upon the road. Such an arrangement of stock pile sites can not be worked out, however, until the contractor's plan of operation is known, and even then, it is subject to variation on account of a lack of availability of suitable sites and on account of otherfactors.

In view of the circumstances and conditions mentioned in the above paragraph, the contractor will bid with the assumption that the stock piles are to be located as is indicated in the following provisions.

1. The quarries and other sources of materials used by the contractor will be considered "origins of haul."

2. The points on the highway which are exactly half way between adjacent origins of haul (distances to be measured on the hauling roads), will be considered "haul divides."

3. Using the haul divides as dividing points, the project will be divided into units, each of which will be considered at "stock-piling unit."

4. At that point on each stock piling unit which is nearest the origin of haul for that unit, there will be stock-piled the quantities of materials which (in accordance with a schedule which follows) are required to maintain such portion of the stock piling unit as is within three miles (in both directions) of that point.

5. On each stock-piling unit which extends more than three miles beyond the point which is nearest its origin of haul, there will be stock-piled at every three mile point on the unit (the three mile points being measured from the point which is nearest the origin of haul), the quantities of materials required to maintain the portion of the unit which is within the three miles beyond that point.

If, upon completion of the delivery of the stock pile materials, it is found that the amount of hauling necessarily performed in the delivery of these materials has been greater or less (in proportion to quantities of materials delivered) than would have been required had the stock pile locations and relative distribution of materials been the same as above specified, an adjustment because of this difference in haul will be made at the rate of sixteen cents ($0.16) per yard mile, which adjustment shall be in favor of the contractor if the relative haul has been increased, and against the contractor if the relative haul has been decreased.

In computing the number of yard miles of hauling actually performed and in computing the number of yard miles of hauling required under the specifications, for a comparison of the two as above provided, the haul distances to be used shall be the haul distances measured to the nearest hundredth of a mile; provided, however, that in cases where the haul distance is less than one-half of a mile, one-half of a mile will be allowed for.

The haul distance to any given stock pile site shall be measured from whichever one of the origins of haul is the nearest to that particular site, whether the materials were or were not actually hauled from that origin.

- The volumes to be used in computing the amounts of hauling shall be the quantities as determined by measurement of the materials in the completed stock piles, no allowance being made for settlement or shrinkage.

<u>Quantities of Materials Per Mile:</u>

As a basis for computing the amount of hauling to be figured into the bid prices, the quantities of the various sizes of materials required per mile of highway shall be assumed to be as follows:

1 1/2" to 1" Materials	400 cu.yds per mile
1" to 1/2" Materials	300 cu.yds per mile
1/2" to 1/4" Materials	350 cu.yds per mile

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared and otherwise prepared in accordance with the instructions of the engineer. The work involved in the preparing of the sites will be considered "extra work" and will be paid for accordingly.

Height and Form of Piles:

The piles shall be not less than ten (10) feet in height, with side slopes not flatter than one and one-half to one. They shall be neat and regular in form, and they shall occupy as small areas as practicable.

Measurement and Payment:

For the furnishing, hauling and stock piling of broken stone in accordance with the foregoing specifications, payment will be made at the prices bid per cubic yard for the following items:

1 1/2" to 1" Materials in Stock Pile
1" to 1/2" Materials in Stock Pile
1/2" to 1/4" Materials in Stock Pile

The quantities of materials to be paid for shall be determined by measurement of the materials in the completed stock piles, no allowance being made for shrinkage or settlement.

In case the amount of hauling necessarily performed in the delivery of the materials is greater or less (in proportion to quantities of materials delivered) than would have been required had the stock pile locations and relative distribution of materials been as specified, an adjustment because of the difference in haul will be made as hereinbefore specified.

F I L L E R

Standard Specification to Apply:

Filler shall be furnished and placed in accordance with the standard specification for "Earth Filler" as the same is given on page 31 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Kind and Source of Materials:

The materials that the contractor will be required to load, haul and incorporate in the surfacing under the item "filler"shall be the stone chips, stone dust, screen rejections and other material produced as a by-product of the quarrying crushing and screening operations, and/or sand, sand loam, or other suitable material from such sources as the engineer may select and designate.

Limitation on Quantities:

The quantity of filler material to be used in the construction of the surfacing shall not exceed fifteen (15) per cent of the quantity of broken stone with which it is incorporated.

Payment:

Payment for the furnishing and placing of the filler materials will be made at the price bid per cubic yard for "Filler" whether the same be earth filler, stone chips, stone dust, screen rejections or other material.

Payment for the hauling of the filler will be made at the price bid per yard mile for "Filler Haul."

The basis of measurement shall be as stated in the standard specification for earth filler.

SPECIAL BORROW

Work to be Done:

Under the item "special borrow", the contractor shall excavate, load, haul and place such talus or earth material as may be ordered by the engineer to be used in building up eroded or settled embankments, in smoothing up rock subgrade and in constructing earth shoulders between which to construct the broken stone surfacing.

Materials:

The materials to be excavated, loaded, hauled and placed shall be suitable talus material or suitable earth material obtained from such locations as the engineer may select and designate, it being understood that a sufficient number of locations will be selected and designated to hold the average haul distance below one-half mile.

Placing:

The materials shall be placed in accordance with the instructions of the engineer and shall be spread to such width and thickness as he may order.

Measurement and Payment:

For the excavating, loading, hauling and placing of talus and earth materials as above specified, payment will be made at the price bid per cubic yard for "Special Borrow." It is understood, however, that if any of the materials are required to be hauled more than one mile, payment for such part of the haul as is in excess of one mile will be paid for at a price of twenty cents ($0.20) per yard mile, the haul distancesto be measured in half-mile units and fractional half-miles allowed for as full half-miles.

The quantities to be paid for shall be determined by measurement of the materials in the trucks at the points of loading. To facilitate the measurement of the materials, each truck load shall be brought to a level surface by overloading and striking off or by some other satisfactory means.

MISCELLANEOUS

Order of Performance of Work:

The contractor will be required to make his first plant set-up at the most westerly of the quarries which he elects to use, and to surface first the portion of the project which is between Mitchell and the grade summit about eight miles east of Mitchell.

The sizes of the materials to be furnished under the contract are such that the contractor will find it convenient to produce at least part of the materials for maintenance and betterment purposes at the same time he is producing materials for the sub-base courses of the surfacing. Such procedure will be acceptable to the State.

No Hauling During Wet Weather:

No hauling of either surfacing materials or maintenance and betterment materials shall be done during wet weather or at other times when the subgrade or the surfacing over which the hauling is to be done is in such condition that it will not sustain the hauling without damage. This provision must be taken into

consideration by the contractor in the planning of his operations and shutdowns on account of unfavorable weather conditions must be anticipated. Enforcement of the provision will not relieve the contractor of his obligation to execute the work in accordance with the schedule of performance hereinbefore specified.

Shaker or Vibratory Screens Required:

The screens used in connection with the production of the broken stone to be furnished under this contract shall be of the shaker or vibratory type, and they shall be of suchcapacity and shall be so operated that a complete separation of the specified sizes of broken stone is obtained at all times. The use of revolving screens will not be permitted.

Disposition of Rejections:

In accord with the provisions which appear on page 15 of the standard specification form under the head "Waste Materials and By-Products to be Property of State," all waste materials and by-products of the quarrying, crushing and screening operations, including the one-quarter inch materials screened from the maintenance and betterment materials, shall become the property of the State, payment therefor being understood to be included in the payment for the surfacing and for the maintenance materials hereinbefore specified.

If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be used as filler material in the surfacing, they shall be so used, and for the loading, hauling and placing of the materials, so used, the contractor will receive payment in the same manner and at the sane prices as he receives payment for any other materials furnished under the item "Filler." If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be hauled and stock piled, they shall be so hauled and stock piled, and for the loading hauling and stock piling, the contractor will receive payment at a price of twenty-five cents ($0.25) per cubic yard, the materials to be measured in the completed stock piles, it being understood that if the materials are hauled more than one-half mile, payment will be made for the part of the haul that is in excess of one-half mile at a price of sixteen cents ($0.16) per yard mile, the pay haul distances to be measured to the nearest hundredth of a mile.

Blading and Rolling Equipment:

The blading and rolling equipment furnished and used by the contractor shall include in addition to whatever other equipment may be needed, the following pieces:

One heavy tractor-drawn blade grader with an eight-foot blade and with a suitable scarifier attachment.

Two self-propelled power graders with eight-foot blades.

One heavy wheeled-type road drag.

One ten-ton three-wheeled roller for each fifteen cubic yards of surfacing materials to be placed per hour.

One approved stone spreader.

Tractors and other power units in sufficient number and of sufficient power to adequately manipulate the other equipment.

Each piece of equipment shall be in good condition when brought onto the job and shall be maintained in good working order throughout the progress of the work.

ADDITIONAL SPECIAL PROVISIONS

Surety Is Liable for Claims Due Industrial Accident Commission:

Section 2991, Oregon Laws, and Section 6718, Oregon Laws as amended by Chapter 24, Laws of 1923, were amended by Chapters 136 and 137, Laws of 1929, by which later amendments claims due the State Industrial Accident Commission are protected by the bond given in connection with a contract for public improvements. Therefore, said Chapters 136 and 137, General Laws of Oregon, 1929, are by this reference thereto made parts of this agreement and of the accompanying bond, to the same extent and for the same purpose as though the conditions and requirements specified in said statutes were written herein, and the conditions and obligations provided for in said statutes shall be deemed to be a part of the conditions and obligations of said bond, and the principal and the surety on said bond hereby agree to promptly pay, as due, the claims of the Industrial Accident Commission as well as claims for material and labor.

ADDITIONAL INSTRUCTIONS TO BIDDERS

Revised Specifications and Contract Agreement Form: -

The work to be done is to be done in accordance with the provisions, terms, specifications and requirements set out in the "Standard Specification and Contract Agreement Form" issued by the State Highway Commission under date of January 1st, 1929. The bidder is expected to secure for himself a copy of this form and to familiarize himself fully with all of the provisions thereof.

Revised Proposal Form:

The bidder's attention is called to the fact that the proposal form contains some instructions and provisions that did not appear in the proposal form which was in use during the year 1928. All instructions and provisions contained in the proposal form should, therefore, be read carefully.

Bidder's Bonds:

Attention is called to that clause on page 4 of the proposal form which provides that if bidder's bonds are given as proposal guaranty, the same must be executed on the State Highway Commission's standard proposal bond form. The agent of the surety company furnishing the bond should be advised of the requirements stated in that clause, as failure of compliance therewith will result in the rejection of the bid.

PR 1342

November 15, 1930

Memorandum

Mr. R. H. Baldock:

It is noted that Mr. Peck continues to send in the weekly reports as resident engineer on the surfacing of the Mitchell-Willow Creek Section of the Ochoco Highway, Wheeler County, job prefix 36K. When we decided to pay Mr. Stewart $225.00 a month, it was my understanding that he was to be given full responsibility for this work and that Mr. Peck was to be relieved of its supervision. Will you please see that this arrangement is put into effect immediately?

RAK:HH

PR 134-A

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore.F.A.P. 134-A

Post Office Building
Portland, Oregon.

Oct. 3, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

P.S. Enclosed is one copy of the approved estimate dated July 7, 1930, which was used as the basis of the modified project agreement.

L.J.C.

A44pv 2977

Oregon Federal Aid Project No. 134, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on December 12, 1927, by the State Highway Commission of Oregon, and on December 31, 1927, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on September 26, 1929, by the said State Highway Commission, and on October 15, 1929, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 134, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section A to provide for the construction of a crushed rock surfacing over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $91,680.98 to $132,178.03, and that the Federal funds approved and set aside to the credit of said Section A be increased from $55,008.58 to $79,306.81:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of seventy-nine thousand, three hundred six and 81/100 dollars ($79,306.81) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Paragraph (d) of Article III shall be and is hereby stricken out.

Paragraph (e) of Article III shall read:

"(e) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $113,995.03, Federal Aid $68,397.01; six bridges, approved estimate $18,183.00, Federal Aid $10,909.80."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of seventy-nine thousand, three hundred six and 81/100 dollars ($79,306.81), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-two thousand, one hundred seventy-eight and 03/100 dollars ($132,178.03), the approved total estimated cost of Section A of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

"The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 4th day of August, 1930, and the Secretary of Agriculture on the 27th day of August, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By W B Brewster
Chairman, State Highway Commission

By C E Gates
Member, State Highway Commission

By _____
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 134, Section A.

DEC 6 1930 8 00 M.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 1400 in the town of Mitchell, and survey station 396+50 east of Keyes Creek Summit in the S.W.¼ of Sec. 1, T.12 S., R.22 E., W.M.,

locally known as the Ochoco Highway between Mitchell and Dayville, Wheeler County, and designated in the records of this Department as Section A of Project No. 134, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 132,175.03 in lieu of the $55,008.58 approved by Certificate of Section A of dated Oct. 18, 1929, as the total estimated cost of said project, and the sum of $ 79,306.81/ Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed authorized Federal pro rata share the percentage of said total estimated cost.

Done at the city of Washington, this 27th day of August one thousand nine hundred and thirty, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

Secretary of Agriculture.

8—4899

#1205
Wheeler Co
PR1340

August 30, 1930

Shell Oil Company,
Eugene, Oregon.

Attention: C. H. Rogers.

Gentlemen:

Receipt is acknowledged of your letter of August 25th which was addressed to the Secretary of State concerning the Milne & Dussault contract in Wheeler County.

Please be advised that this contract is No. 1205 and is known as the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County. The contract consists of 18.0 miles of surfacing. The amount of bond furnished is $62,836.25 and was furnished by the Pacific Indemnity Company for whom Rule & Sons, Inc., American Bank Bldg., Portland, Oregon, are resident agents. The completion date of the contract is October 15th, 1930.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glasgyer,
Chief Clerk.

Dict. by J. McFarland.

SHELL OIL COMPANY

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

RECEIVED
AUG 30 1930
OREGON
STATE HIGHWAY COMMISSION

August 25, 1930
Eugene, Oregon

Secretary of State
Salem, Oregon

Re: Milne & Dessault

Dear Sir:

We are informed that the above contractors are working on a Prineville contract, No. 35 PK, Mitchell Willow Creek Section, Ochoco Highway, contract #1205, State Surfacing job.

We would appreciate it if you would confirm these job numbers and also advise us the amount of this job in dollars and cents, the bonding company whom they are bonded with, where their office is located and the agents name with the amount of the bond and the length of this contract, also the approximate date of completion.

Thanking you in advance for this information, I am,

Very truly yours,

C M Rogers.
District Credit Office

CR/DW

Respectfully referred to the State Highway Commission.

HAL E. HOSS, Secretary of State.

RECEIVED
AUG 29 1930
HAL E. HOSS

Form 30—E-16702—SAC—8-30.

OF[illegible]ON STATE HIGHWAY DEPARTMI

PR-240

FIELD ENGINEER'S WEEKLY REPORT

Job name [illegible] Track

Highway [illegible]

County Lincoln Job prefix 35 PK

Date Aug 23, 193 0

Week from 18 to 23

Mail address Dayville

Telegraph or telephone address "

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor on this Section is delivering rock. He has had some trouble getting his steel but seems to have it working fairly well now. The time [illegible] has been divided here on Friday Aug 18.

[illegible] Aug 23rd.

(See back of this sheet for instructions and detailed information.)

Signed [illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 12.0

Miles completed 0

Miles partially done 12

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 11 *men,*

..... 1 *teams,* ..... 4 *trucks*

Project will be completed about ..... Oct 31-1931

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Forces. Separate reports must be submitted for each job, and no report shall cover more than one job.

Reports shall be mailed daily not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

GO

PR1342

August 12, 1930

Rule & Sons, Inc.
American Bank Building
Portland, Oregon

Attention: D. B. Mills

Gentlemen:

Replying to your inquiry of the 9th instant concerning your copy of the contract awarded to Milne & Dusseault, wish to say that we shall be pleased to send you a copy of this contract as soon as they have been approved by the State Highway Commission. We expect that this will be done in the near future.

Very truly yours

Roy A. Klein, INC
State Highway Engineer

By

HEG:S

H. B. Glaisyer
Chief Clerk

CHALMERS HALL.

& Sons, Inc.

with which are consolidated

Campbell - Hall Insurance Agency, Inc.

Insurance

ELEVENTH FLOOR AMERICAN BANK BUILDING

Portland, Oregon

August 9th, 1930

Oregon State Highway Commission
Salem, Oregon

Gentlemen:- IN RE: MILNE & DUSSAULT, CONTRACT for surfacing MITCHELL WILLOW CREEK SECTION OF OCHOCO HIGHWAY, Wheeler County, Ore.

Would you please send us a copy of the above captioned contract that we may forward it on to our Company for their records in connection with the Bond we have issued?

Thanking you very much for your early attention to this matter, we remain

Yours very truly,

RULE & SONS, INC.

BY D. B. Rule

DM

RECEIVED
AUG 11 1930
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
8-13

Form 39—E-16702—3M—5-30.

PI 1340
NOTED
State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July -26-, 1930

Job name Mitchell-Willow Creek

Week from 21 to 26

Mail address Condon "

Highway Dehoco

Telegraph or telephone address "

County Wheeler Job prefix 357 C

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor has all plant equipment on the ground and is erecting plant with intent to work

(See back of this sheet for instructions and detailed information.)

Signed J. E. Reed

Title Res. Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 12

Miles completed 0

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 10 men,

..... teams, ... 2 trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of sections to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR134B.

July 26, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for modified agreement, covering the Keyes Creek Summit-Fort Creek Section, Project No. 154-B.

In accordance with your letter of June 6th, we have separated the quantities involved in the construction of the trestle at Station 518 from the roadway items. This change has occasioned an increase in the items of lumber and timber and timber piling, but the other items are the same as those appearing on the previous estimate. We are likewise sending, under separate cover, blueprint copies of the revised sheets showing the construction revisions between Stations 530 and 570. Your letter of June 6th stated that the revision extended to Station 630, but we find that no change was made beyond Station 570.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.
encl.

Oregon State Highway Department — Project No. 124-B

KINGS CREEK SUMMIT-FOUR CORNER SECTION

OF THE COOLEY HIGHWAY IN [illegible] COUNTY

(Estimate as basis for modified agreement. Based on low bid prices)

Salem, Oregon, July 11, 1950.

Grading

All Required	Clearing and Grubbing		$800.00
71,000 cu. yds.	Common Excavation	$0.24	17,040.00
3,700 cu. yds.	Intermediate Excavation	0.75	2,850.00
15,300 cu. yds.	Solid Rock Excavation	1.00	15,300.00
19,000 yds. sta.	Overhaul	0.04	760.00
78 cu. yds.	Class "A" Concrete	30.00	2,340.00
7,200 lbs.	Metal Reinforcement	0.06	432.00
150 cu. yds.	Rip Rap	3.00	450.00
8 M-BM	Lumber and Timber	60.00	480.00
130 lin. ft.	Timber Piling	1.50	195.00
1,250 lin. ft.	12" Corr. Galv. Iron Pipe	1.30	1,625.00
250 lin. ft.	18" Corr. Galv. Iron Pipe	2.50	725.00
220 lin. ft.	24" Corr. Galv. Iron Pipe	3.00	660.00
90 lin. ft.	30" Corr. Galv. Iron Pipe	6.00	540.00
			$ 43,301.00

Surfacing

17,000 cu. yds.	Sub-base materials in surfacing	1.55	27,962.00
6,800 cu. yds.	Base materials in surfacing	1.60	10,880.00
2,600 cu. yds.	Top materials in surfacing	1.75	4,550.00
2,000 cu. yds.	Screenings in surfacing	1.75	3,500.00
4,600 cu. yds.	Selected Borrow	0.80	2,300.00
3,550 cu. yds.	Filler	0.30	1,065.00
7,100 yds. mi.	Filler Haul	0.18	1,278.00
			$ 51,510.00
	Sub-total (roadway)		$ 94,811.00
	10% Engr. and Cont.		9,489.00
	Total (Roadway)		$ 104,300.00

Trestle Str. No. 518 - 2-10' spans

13 M-BM	Lumber and timber	60.00	780.00
130 lin. ft.	Piling	1.50	195.00
	Sub-total (structure)		$ 975.00
	10% Engr. & Cont.		97.50
	Total		$ 1,072.50

Length of Project (excluding structure) 7.983 miles (Revised)
" " 1 Trestle 80 feet .007 "
" " Project (including structure) 8.080 " (Revised)
Cost per mile (Roadway) $13,049.03

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Roadway	$104,200.90	$64,906.45 (62.32%)	$39,294.45
	1,072.50	667.41 (62.22%)	405.09
	$105,273.40	$65,573.86	$39,700.54

State Funds for Construction: Chapter 175, Laws 1917; Chapter 81, Laws 1929.

State Funds for Maintenance: Chapter 41, Laws 1927.

W Rom revised plans only, sent them in showing that revision extends only from Sta 5 00 to 570, not revision 570 to 630.

Final voucher will not be resubmitted account of ongoing coming up. Revised estimate showing revised length will be sent in after surv. contract let.

RICULTURE

POST OFFICE BUILDING
PORTLAND, OREG.

June 6, 1930.

change extended only to Sta. 570

Receipt is acknowledged of a final voucher for Oregon Federal Aid Project 134-Section B.

During construction, line and grade changes were made between station 500 and 630. It is requested that the usual number of prints covering these changes be submitted.

Also, at station 512+50 the 19-ft. span trestle was changed to two 19' spans during construction; this introduces a bridge of over 20' clear span, and it will be necessary to submit a revised estimate for auditing vouchers and also to rewrite the voucher -- separating the roadway and the items on this one bridge.

Copies of the voucher are herewith returned.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

Kings Creek - Fort Creek

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

June 6, 1930.

Change extended only to Sta. 570

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Receipt is acknowledged of a final voucher for Oregon Federal Aid Project 134-Section B.

During construction, line and grade changes were made between station 500 and 630. It is requested that the usual number of prints covering these changes be submitted.

Also, at station 512+50 the 19-ft. span trestle was changed to two 19' spans during construction; this introduces a bridge of over 20' clear span, and it will be necessary to submit a revised estimate for auditing vouchers and also to rewrite the voucher -- separating the roadway and the items on this one bridge.

Copies of the voucher are herewith returned.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

Kings Creek - Fort Creek
11

JUN 1930
CHIEF

GO

PR 134a

File #2
#30-

July 21, 1930

Milne & Dusenult
1853 East Broadway
Portland, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:W
Inc.

Form 38—E-16702—3M—5-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Thurs-19-, 1930

Job name Mitchell-Willowlee — Week from 14 to 19

Mail address Prineville

Highway Dehlia — Telegraph or telephone address "

County Wheeler — Job prefix 25 PK — Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The conditions on this section remain the same. Grade is finished and ready for surfacing. Crew is working on ditches and slopes. Expect to finish this section by Tuesday. Finish of this section will complete entire project.

(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 134a

July 11, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for modified agreement for the Mitchell-Keyes Creek-Summit Section, Project No. 134-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. W. Nash/KR

emcl.

Oregon State Highway Department — Project No. 134-A

MITCHELL-LYONS CREEK-SUMMIT SECTION

OF THE OCHOCO HIGHWAY IN CROOK COUNTY

(Estimate as basis for modified agreement. Based on low bid prices)

Salem, Oregon, July 9, 1934

Grading

All Required	Clearing and Grubbing			$ 50.00
20,000 cu. yds.	Common Excavation		0.37	7,400.00
25,000 cu. yds.	Intermediate Excavation		0.40	9,000.00
46,200 cu. yds.	Solid Rock Excavation		0.90	42,174.00
43,970 yds. stn.	Overhaul		0.02	879.40
140 lin. ft.	12" Corr. Culv. Iron Pipe		1.25	175.00
1,970 lin. ft.	18" " " " "		1.75	2,747.50
190 lin. ft.	24" " " " "		3.275	622.25
150 lin. ft.	36" " " " "		5.00	750.00
30 M-FBM	Lumber and Timber (Stn. 107, 121 & 130)		60.00	1,800.00
600 lin. ft.	Timber Piling (Stn. 107, 121 & 130)		.60	360.00
				$ 66,616.55

Surfacing

10,000 cu. yds.	Sub-base materials in surfacing	1.55	15,500.00
6,900 cu. yds.	Base materials in surfacing	1.60	10,000.00
2,400 cu. yds.	Top materials in surfacing	1.75	4,200.00
1,850 cu. yds.	Screenings in surfacing	1.75	3,237.50
3,400 cu. yds.	Selected Borrow	0.50	1,700.00
3,300 cu. yds.	Filler	0.30	990.00
6,600 yd. mi.	Filler Haul	0.18	1,188.00
			$36,815.50

Sub-total (roadway)	$103,431.85
10% Engr. & Cont.	10,343.18
Total (Roadway)	$113,775.03

Bridge over 20' span

Str. 1, 2 - 19' spans

34M-FBM Lumber and timber	$60.00	$ 2,040.00
530 lin. ft. Piling	.60	318.00

Str. 33, 3 - 19' spans

19 M-FBM Lumber and timber	60.00	1,140.00
290 lin. ft. Piling	.60	174.00

Str. No. 54, 2 - 19' spans

21 M-FBM Lumber and timber	$60.00	$1,260.00
450 lin. ft. Piling	0.60	270.00

Str. No. 75, 4 - 19' spans

25 M-FBM Lumber and timber	60.00	1,500.00
500 lin. ft. Piling	.60	300.00

Str. No. 309, 2 - 19' spans

16 M-FBM Lumber and timber	60.00	960.00
330 lin. ft. Piling	.60	198.00

Bridge Creek Bridge, Str. No.

220 cu. yds.	Excavation	2.00	440.00
10 cu. yds.	" below plans	4.50	45.00
90 cu. yds.	Class "A" Concrete	30.00	2,700.00
60 cu. yds.	Class "D" Concrete	30.00	1,800.00
33,600 lbs.	Metal Reinforcement	.055	1,848.00
164 lin. ft.	Concrete Handrail	5.50	1,012.00
550 cu. yds.	Remove old Highway Embankment	.50	275.00
All Required	Remove old bridge and maintain traffic		250.00
		Sub-total (bridges)	$ 18,530.00
		10% Engr. and Cont.	1,853.00
		Total (bridges)	$ 18,183.00

Length of project (excluding bridges)	7.296 miles
" " bridges, over 20' span	0.078 miles
" " project (including bridges)	7.374 miles
Cost per mile (excluding bridges)	$15,624.31

SUMMARY

Item	Total Cost	Federal Aid	State Funds
Roadway	$115,995.05	$68,797.01 (60%)	$45,099.01
6 bridges	18,183.00	10,909.80 (60%)	7,273.20
	134,178.05	$79,706.81	$52,371.21

State funds for construction: Chapter 175, Laws 1917, Chapter 31, Laws 1929.
" " " maintenance: Chapter 41, Laws 1927.

Non-Participating Item

Bridge, Str. No. 323, 1-19' span

8 M-FBM Lumber and timber	$ 60.00	$ 480.00
240 lin. ft. Piling	.60	144.00
		$ 624.00

PR 134a

FORM S-C-1 S-16648 1M 5-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 24, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert.

RECEIVED
JUN 25 1930
OREGON

Dear Sir:

Enclosed herewith please find Division Engineer's Estimate of Cost for Surfacing the Mitchell-Willow Creek Section of the Ochoco Highway.

Yours very truly

C. W. Wanzer
Division Engineer

By H. N. Hackett
H. N. Hackett
Div. Office Engineer

hnh/c

June 24, 1930.

Division Engineer's

Estimate of Cost for Surfacing

Mitchell-Willow Creek Section

Ochoco Highway

Based on quantities as called for in Proposal.

1.	Sub-base Materials in Surfacing	32,400	cu. yds.	@ $1.75	$56,700.00
2.	Base Materials in Surfacing	15,300	" " "	1.75	26,775.00
3.	Top Materials in Surfacing	5,850.	" " "	1.80	10,530.00
4.	Screenings in Surfacing	4,500.	" " "	1.80	8,100.00
5.	1 1/2" to 1" Matls. in St. Pile	7,200	" " "	1.10	7,920.00
6.	1" to 1/2" Matls. in St. Pile	5,400	" " "	1.15	6,210.00
7.	1/2" to 1/4" Matls. in St. Pile	6,300	" " "	1.15	7,245.00
8.	Selected Borrow	8,000	" " "	.60	4,800.00
9.	Filler	8,000	" " "	.30	2,400.00
10.	Filler Haul	16,000	" " "	.18	2,880.00
			Estimated Total Cost		133,560.00

PR134a

June 23rd, 1930.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
P. O. Box 2900,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying surfacing specifications, and five sets of special provisions covering the Mitchell-Keyes Creek Summit Section, Project No. 134-A. Under separate cover, we are sending five blue print copies of Sheet 2 of the plans which has been revised to show the typical surfacing sections.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. H. Nash/KH.

encl.

Oregon State Highway Department — Project No. 154-A

MITCHELL-KEYES CREEK SURFT SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, June, 1932.

10,000 cu. yds.	Sub-base materials in surfacing	$1.75	$17,500.00
6,250 cu. yds.	Base materials in surfacing	1.75	10,937.50
2,400 cu. yds.	Top materials in surfacing	1.80	4,320.00
1,850 cu. yds.	Screenings in surfacing	1.80	3,330.00
5,400 cu. yds.	Selected Borrow	0.80	2,040.00
5,000 cu. yds.	Filler	0.20	900.00
6,000 yd. mi.	Filler Haul	0.19	1,140.00
	Sub-total		$40,207.50
	10% Engrg. & Cont.		4,020.75
	Total		$44,228.25

Length of Project (Exclusive bridges) 7.296 miles

Length of bridges over 20' span .078 miles

Length of Project (Including Bridges) 7.374 miles

Cost per mile (surfacing) $6,096.76

State Funds available $17,734.42

Federal Aid requested 26,493.83 (60%)

$44,228.25

State Funds for Construction: Chapter 175, Laws 1917: Chapter 51, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

PR 1348

June 23rd, 1930.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
P. O. Box 2900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying surfacing specifications, and five sets of special provisions covering the Keyes Creek Summit-Fort Creek Section, Project No. 134-B. Five blue print copies of Sheet 8 of the plans, which has been revised to show the typical surfacing section, are being sent under separate cover. In computing the costs per mile for this work, we have used the length of project as shown by the original plans for the reason that the revised plans which were requested by you have not been completed at this time. However, the revised plans will be submitted prior to the preparation of the estimate based on contract prices to be used as the basis for modified agreement, and the cost per mile shown on this estimate will be based on the revised length of the project.

Very truly yours,

ROY A. KLEEN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. W. Nash/KR.

encl.

Oregon State Highway Department — Project No. 126-B

KEYES CREEK SUMMIT-FORT CREEK SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, June 21, 1930.

17,900 cu. yds.	Sub-base materials in surfacing	$1.75	$31,325.00
6,800 cu. yds.	Base materials in surfacing	1.75	11,900.00
2,400 cu. yds.	Top materials in surfacing	1.80	4,320.00
2,000 cu. yds.	Screenings in Surfacing	0.80	1,600.00
4,400 cu. yds.	Selected Borrow	0.60	2,700.00
3,850 cu. yds.	Filler	0.50	1,925.00
7,100 yd. mi.	Filler Haul	0.18	1,278.00
	Sub-total		$54,998.00
	10% Engineering & Cost		5,499.80
	Total		$60,497.80

Length of Project 7.978 miles.
Cost per mile, $7,582.56.

State Funds available $22,827.90
Federal Aid Requested [illegible] (60.25%)
$60,598.80

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1930.

State Funds for Maintenance: Chapter 41, Laws 1927.

13CA

PR 134-A

June 13, 1930.

Mr. W. E. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of June 6, we are enclosing herewith four copies of the supplemental agreement covering the item of value surfacing of the Mitchell-Keyes Creek Summit Section, Project No. 134-A.

We wish to advise, however, that we are calling for bids for the surfacing of this project on June 26, and if possible, we would prefer that the grading final is not submitted at this time for the reason that the project will have to be immediately re-opened to cover the surfacing. Accordingly, we would suggest that unless there is some reason to prohibit it, that the papers covering the grading final be returned to us, final payment on that work not to be made until the project has been surfaced.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Enclosures.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

Post Office Building
Portland, Oreg.

June 6, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JUN 7 1930
OREGON

Dear Sir:-

Will you please submit four copies of the supplemental agreement covering the talus surfacing claimed as a contingency in the final voucher for Oregon Federal Aid Project 134-A, Mitchell-Keys Creek. The voucher will be held in this office -- pending receipt of the above mentioned agreement.

Very truly yours,

W. H. LYNCH
District Engineer.

June 6, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Will you please submit four copies of the supplemental agreement covering the talus surfacing claimed as a contingency in the final voucher for Oregon Federal Aid Project 13½-A, Mitchell-Keye Creek. The voucher will be held in this office -- pending receipt of the above mentioned agreement.

Very truly yours,

W. H. LYNCH
District Engineer.

#1002
35PF
PR 134a

January 29, 1930

Mr. Hack Nicholas
Mitchell, Oregon

Dear Sir:

We have your letter of recent date in which you advise us of your claim against F. L. Brown for lumber furnished to him in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway. This lumber was used in bridges constructed under this contract.

It is the practice of this department to pay for the commercial lengths of timber that we order for the construction of a bridge. If a timber were to be cut 20'6" long and the commercial length of this timber is 22' long, we would expect to pay for the 22', notwithstanding the fact that this would necessitate cutting off 1½' in order to fit. We are not advised as to how the bridge contractors pay for their timber. Some of them possibly pay on the same basis as the Highway Department. Others by special arrangement may pay for the actual length of timber used in the bridge. If the timber you furnished was as ordered by the contractor, then we can see no reason why he would not pay you the full amount, although it may have been necessary for him to waste a considerable portion later.

The bond furnished by Mr. Brown in connection with this work was for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. Your attorney should take the matter up with the agents of the bonding company. If he secures no satisfaction for you by so doing, then it will be necessary for you to sue on the bond.

According to the statutes, a bond furnished in connection with a highway contract is automatically relieved of obligation after a period of one year from the date of completion of the contract, provided a notice of claim has not been filed with the Secretary of State. In the event that such a notice of claim has been filed with the Secretary of State, the bond is not relieved of obligation. Mr. Brown's contract was completed and accepted by the Highway Commission on March 9, 1929.

Attached to your letter was a copy of the Oregon State Highway Commission's purchase order #77520, being for certain lumber which was ordered by our engineer, Mr. H. Stephenson, of La Grande, which was to be

delivered and stock piled on the highway. Our bridge department informs us that this order has nothing to do with the contract of Mr. F. L. Brown, and it is their belief that this copy of the order was sent in by you in lieu of an invoice. This purchase order was not mentioned in your letter and we are assuming that it is an invoice for materials ordered, and are handing it to our auditor to prepare it in proper form for payment.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By
H. B. Glaisyer
Chief Clerk

HBG:EF

316 Oregon Bldg.,
Salem, Oregon,
January 25, 1930.

Mr. H. B.Glaisyer,
Chief Clerk,
O f f i c e.

Dear Sir:-

I am returning herewith the letter from Mr. Mack Nicholas and also the purchase order which accompanied this letter. I find that this purchase order is for some material which Mr. Stephenson ordered in December of 1929. For that reason it can have no bearing on the claim which Mr. Nicholas presented for the material furnished on the McKenzie Highway job. I think that he sent the purchase order in with the idea that it was an invoice and that we would pay for the material upon receipt of it. Our usual procedure when this happens is to pass the order on to the Auditor, who will make up the necessary number of invoices and send them to the Equipment Department for approval.

I do not think the Bridge Department was connected in any way with this McKenzie Highway job. I might say that ordinarily on one of our jobs we would pay for the commercial lengths of the timber necessary to build the job; that is, if a stick was to be cut 20' 6" long, we would pay for a 22' stick, which is the commercial length from which the 20' 6" stick would have to be cut.

It would seem that the proper thing for Mr. Nicholas to do would be to file a claim against the job in the ordinary manner prescribed by law.

Very truly yours,

O. B. W. Stevens

Bridge Engineer.

WAR:P

Oregon State Highway Comm.
Salem Oregon

Nearly a year ago I finished a contract of delivering lumber to H. L. Brown who had a contract from the State to build a section of the McKenzie Highway out of Mitchell Oregon.

There was a very great difference in bills when we tried to settle up. There was a misunderstanding all around by budge. builders ordered much longer stuff than they needed and Brown

ANSWERED
H. B. G.

...our letter in
...while constructing
...Mr. Brown assured me
...on the job to pay
...on as he stated that
...ESth, addressed to
...ve to a contract
...rum, covering the
...way, has been
...amount
...of the state highway
...nal settlement has
...he state owes him
...who are on his bond
...ers,
...obliged to complete
...rest in doubt and we
...that some do may have
...reasons themselves as
...contract. If there is
...any money left after paying the labor and material claims on the

refused to pay me for the lumber we hauled. But would have paid me for the lengths we put in the bridge. The short lengths were used for fuel at the courthouse.

We took the matter to a lawyer who assured us we could collect for the lumber delivered and advised us to sue the bonding Co.

The matter was placed in the lawyers hands but he has never been able to collect it either way.

We have been told

sometime this bill could be outlawed and we cannot collect anything. Can you indeed any definite advice as to when it ever it will be outlawed whether we can ever get ~~a that~~ settlement of any Kind and whether we can get paid for what we hauled him or just what he put in the bridges?

The bill was in Brown Bros. name my partner in the saw mill business.

We will be very grateful for this help!

[illegible] your letter in
[illegible] state constructing
[illegible] been secured in
[illegible] to be put to pay
[illegible] as stated that
[illegible] 25th, addressed to
[illegible] to a contract
[illegible] county, covering the
[illegible] way, has been
[illegible] of the state highway
[illegible] al settlement has
[illegible] state owes him
[illegible] are on his bond
[illegible] re,
[illegible] attempted to complete
[illegible] no doubt and we
[illegible] he may have
[illegible] necessaries as
[illegible] his letter and embarrassments on the
[illegible]

PR 1342

MITCHELL STATE BANK

MITCHELL OREGON

Jan.25,1930.

Jan. 25,1930

Oregon Coöperative Association.

Salem, Oregon

Gentlemen:

Henry Irving

Mack Nicholas

~~Mitchell~~

Mitchell Oregon

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IF 134a

Jan. 28,1930

Mitchell State Bank,
Mitchell,
Oregon

Gentlemen:

Your letter under date of January 25th, addressed to the Oregon State Highway Commission, relative to a contract between the State of Oregon and one F. L. Brown, covering the construction of a portion of the Ochoco highway, has been handed to me for reply.

I made inquiry a few minutes ago of the state highway commission's auditor and am advised that final settlement has been made with Mr. Brown, and, therefore, the state owes him nothing on the said contract.

Very truly yours,

J.M.DEVERS

JMD:EM

MITCHELL STATE BANK

No. 243

MITCHELL, OREGON

Jan.25,1930.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

We thank you for your reply to our letter in connection with funds advanced F.L.Brown while constructing a unit of the Ochoco Highway near here. Mr.Brown assured us that he would have sufficient money coming on the job to pay off all bills incurred in its construction as he stated that all claims had been paid excepting the bill for lumber and the amount due this bank. Would we be out of order in asking your office to give us a statement of the amount yet held on Mr.Brown's account? It appears that after leaving this job he took a contract in Washington and was underwritten by the same bonding company who are on his bond on this job. This company we understand was obliged to complete the Washington contract at a loss to themselves no doubt and we anticipate they will probably lay claim to any sums he may have coming from your Commission in order to reimburse themselves so far as possible for the loss on the latter contract. If there is any money left after paying the labor and material claims on the Ochoco work we feel that our claim should have preference.

Yours truly,

Cashier.

Final payment made
Ver. 11092 of 1929

PR134a

Contract No. 1111 - Edward Krieg - Bridge over Bridge Creek - Wheeler County -

Claims

12-19-29 Claim Tum-A-Lum Lumber Co. amt. $1,977.45 for material furnished.

12-24-29 Claim Shell Oil Co. amt.$374.79 for supplies furnished.
12-27-29 Above claim of Shell Oil Co filed thru Sec. of State.
12-26-29 Tum-A-Lum Lumber Co advise that their claim was $1,450.28 instead of above amount.

Total paid to Dec, 10th - $7,326.25 - Retained - $627.75 -

Final payment will be $1,387.49 and final voucher will be sent out for contractors either to day or to morrow.

Contract was completed on December 15th, 1929;

Total of all claims to date is $1,825.07.

STENCIL NO. 125

1340

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,
Jan. 11, 1930

In reply please
refer to File No._____

Mr. Roy A. Klein

State Highway Engineer

Salem, Oregon

Dear Sir:-

We are enclosing herewith one set of approved specifications for Oregon Federal Aid Project No. 13-A.

[redacted]

Very truly yours,

W. H. LYNCH
District Engineer

By [redacted]
Highway Engineer

Encls.

STATE OF OREGON
HIGHWAY COMMISSION
SALEM, OREGON

134 A

PROPOSAL FOR STATE HIGHWAY BRIDGE CONSTRUCTION

on the OCHOCO Highway

in WHEELER County

over BRIDGE CREEK

near MITCHELL

Bridge No. 1425

Proposal of _____

Bids Received June 27th, 1929.

SPECIFICATIONS FOR FEDERAL AID PROJECT NO. 134A

STATE OF OREGON

APPROVED:

_____

ACTING CHIEF, BUREAU OF PUBLIC ROADS.

APPROVED BY THE SECRETARY OF AGRICULTURE 10-18-29

Proposal Form for State Highway Bridge Construction

INSTRUCTIONS TO BIDDERS

1 **State Highway Commission to Receive Bids**

Bids for the work described below will be received by the State Highway Commission of the State of Oregon, at ten o'clock A. M., June 27th, 1929, at the Multnomah County Courthouse, Portland, Oregon.

2 **Work To Be Done**

The work upon which bids are to be received consists of the construction of a bridge over Bridge Creek

3 **Location of Work**

on the Ochoco Highway at Mitchell

4 **Submission of Proposals**

All proposals must be presented under sealed cover, to the State Highway Commission at the time and place stated above, and must be indorsed as follows:

Proposal to construct a bridge at Mitchell

5 **Specifications and Plans**

The work covered by this proposal shall be done in accordance with the provisions, specifications, terms and requirements set out in the standard "Specifications and Contract Agreement for State Highway Bridge Construction" issued by the Oregon State Highway Commission as of April, 1928, supplemented by the special provisions given upon sheets 4 and 5 hereof or attached hereto and supplemented by all maps, plans, profiles and other information attached hereto or referred to herein on file at the offices of the Oregon State Highway Commission, Salem, Oregon, copies of which will be furnished to bidders upon request.

6 **Contract**

The contract into which the successful bidder shall enter shall be of the form given in the above-mentioned standard "Specifications and Contract Agreement for State Highway Bridge Construction."

7 **Definitions**

For a definition of the various terms such as "contractor," "engineer," etc., bidders are referred to pages 3 and 4 of the specifications.

8 **Quantities Approximate Only**

The bid quantities shown in this proposal are approximate only, being given as a factor for the computation of the total amount of each bid, upon which basis such bids are to be compared. The Commission

does not expressely, or by implication, agree that the actual amount of the work will correspond therewith and reserves the right to increase or decrease the amount, as may be deemed necessary or expedient by the Engineer, of any class or portion of the work. The attention of the bidder is specifically called to that paragraph of the proposal which debars him from pleading misunderstanding or deception because of estimates of quantities, character, location, accessibility or other conditions surrounding the work.

9 Examination of Plans, Site, Etc.

Bidders shall carefully examine the instructions to bidders, plans, specifications and the site of the proposed work in order to satisfy themselves by examination as to the local conditions affecting the contract and as to the detailed requirements of the construction. The state will in no case be responsible for any loss or any unanticipated costs to the contractor that may result from his failure to have done so.

10 Federal, State and Local Laws

The attention of bidders is specifically called to the necessity of being familiar with federal, state and local laws as the contractor will be required to secure all the necessary state and local licenses and permits and shall carry on his work in accordance with all such laws and local regulations.

11 Filling in Proposal Form

The bidder must submit his proposal on the proposal form attached hereto. The blank spaces in the proposal must be filled in correctly, where indicated, for each and every item for which a quantity is given, and the bidder must state the unit prices, written in ink, both in words and numerals, for which he proposes to do each item of the work contemplated. The bidder shall sign the proposal on the blank space provided therefor. If the proposal is made by a partnership or corporation, the name and address of the partnership or corporation as well as that of the agent acting therefor, shall be given. The name and address of each member of a partnership, or, if a corporation, the name and address of each of the officers of such corporation, shall be given in the blank spaces provided therefor.

12 Proposal Guaranty

Each proposal shall be accompanied by cash, a bidder's bond made payable to the State of Oregon or certified check made payable to the Secretary of State of the State of Oregon for an amount equal to at least 5 per cent of the total amount of the proposal. No bid need be considered unless such cash, bond or check is enclosed. The full amount of this proposal guaranty shall be forfeited to the State in liquidation of damages sustained in the event the bidder fails to execute a satisfactory contract and file an acceptable contract bond within five days (not including Sunday) from the date of his notification by the Commission that the contracts are ready for his signature. Bidders' bonds will be accepted as proposal guarantees only when they are executed on the standard form of proposal bond, a copy of which follows sheet 8 of this proposal form.

13 Delivery of Proposals

Proposals may be delivered either by mail or in person at any time prior to the hour set for opening them. If prior to the day set for opening, they should be delivered to the Secretary of the Commission at his office in the state house, Salem, Oregon. If delivered by mail, they should be mailed far enough in advance of the date of opening so that ample time is allowed for their arrival, should delay occur in the mail.

14 Withdrawal of Proposals

Permission will not be given to withdraw, modify, or explain any proposal after it has been deposited with the Commission.

15 Opening of Proposals

Proposals shall be publicly opened and read by the secretary of the Commission in the presence of the Commission and in the presence of bidders or their representatives and any others who may be interested.

16 Qualifications of Bidders

Each bidder must be prepared to submit for consideration with his bid such record of his work and any further evidence that may be required by the Commission regarding his experience and ability in work similar to that bid on, as well as a statement showing his financial standing and

assurance that he has or will promptly provide suitable and sufficinet plant, labor and equipment for each of the different kinds of work. Failure to furnish, upon request, such a record of work and evidence of capability, any false or misleading statements therein, or omission of any important part thereof, shall be sufficient cause for the rejection of the bid. The bidder's experience, ability, responsibility and record of work accomplished, as shown by this statement, will be considered in determining the best bid.

17 **Different Proposals**

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Collusion between bidders will be sufficient cause for the rejection of all bids so affected.

18 **Comparison of Bids**

All bids are to be compared on the basis of the total amounts of the bids. The total amount of the bid, for the purpose of determining the amount of bidder's deposit and surety bond and of comparing the bids, shall be the total sum computed from the Engineer's estimate of quantities as given herein and the unit price submitted in the bid.

AWARD AND EXECUTION OF CONTRACT

19 **Rejection of Proposals**

The Commission reserves the right to reject any and all proposals and to waive technicalities as it may deem best for the interests of the state. Proposals may be rejected if they show any alteration of form, additions not called for, conditional or alternate bids, irregularities of any kind, or if they contain a clause in which the bidder reserves the right to accept or reject a contract awarded to him, or if they are not in conformity to law. Proposals in which the prices are obviously unbalanced may be rejected.

20 **Award of Contract**

All contracts shall be awarded by the Commission within thirty days from the date of the receipt of the proposals. All proposal guaranties, except that of the successful bidder, will be returned within three days following the award of the contract. When the award is deferred for a period of time longer than ten days, after the receiving of the proposals, all guaranties, except those of the three lowest responsible bidders, will be returned. Should no award be made within thirty days, all proposals will be rejected and all guaranties returned.

21 **Execution of Contract**

The successful bidder shall, within five days (not including Sunday) from the date of the mailing of notice from the Commission to him at the address given in this proposal that the contract is ready for signature, and before the commencement of any work, file with the Secretary of the Commission an acceptable bond. The contract shall not be binding until this bond is so furnished and approved by the Commission, and if not furnished within the five days herein specified, the Commission may, at its option, determine that the bidder has abandoned the contract and thereupon the proposal guaranty shall be forfeited and shall become the property of the State of Oregon.

22 **Surety Bond**

The surety bond shall be on the form specified and shall meet all requirements as specified in the laws of the State of Oregon. This bond shall have as surety thereon, an incorporated surety company, licensed to transact business in the State of Oregon and satisfactory to the Commission.

The amount of the bond shall be as indicated in the following table:

Amount of Contract	Amount of Bond
Less than $50,000.00	100% of amount of contract
$50,000.00 to $100,000.00	$50,000.00
More than $100,000.00	50% of amount of contract

SPECIAL PROVISIONS

The following are special provisions supplementing the standard specifications and applying particularly to the work upon which this proposal is submitted. In case of conflict between these special provisions and the standard specifications, the special provisions will take precedence:

23 Work To Be Done The work to be done consists of the construction of a bridge over Bridge Crook

24 Location of Work on the Ochoco Highway at Mitchell

25 Date of Completion The work covered by this contract is to be completed as herein stipulated, on or before October 31st, 1929.

The work contemplated in this contract is the construction of a concrete bridge over Bridge Crook on the Ochoco Highway at Mitchell as shown on drawings numbered 3807, 3808 and 3411.

The new bridge will be constructed upon the site of the present bridge. The contractor will be required to remove the old bridge and to provide for the maintenance of traffic by means of a suitable detour bridge, or by constructing a suitable road so that the stream may be safely and conveniently forded. This will be paid for under item #8.

The contractor will be required to remove that portion of the present highway embankment, which would project under the proposed bridge, to the lines shown upon the plans. This will be paid for under item #7.

Sand and gravel suitable for use in this job may be obtained from bridge creek close to the bridge site.

This work is on a Federal Aid Project and the attention of the bidder is, therefore, called to the provisions of the specifications relative to Federal Aid work.

A new issue of Standard Specifications and Contract Agreement for State Highway Bridge Construction has been printed under date of May 10, 1929. Paragraph 5, page 1, of this proposal shall, therefore, be considered to read as follows:

> "The work covered by this proposal shall be done in accordance with the provisions, specifications, terms and requirements set out in the standard "Specifications and Contract Agreement for State Highway Bridge Construction" issued by the Oregon State Highway Commission as of May 10, 1929, supplemented by the special provisions given upon sheets 4 and 5 hereof or attached hereto and supplemented by all maps, plans, profiles and other information attached hereto or referred to herein on file at the offices of the Oregon State Highway Commission, Salem, Oregon, copies of which will be furnished to bidders upon request."

Attention is called to that clause on page 2 of the proposal form which provides that if a bidder's bond is given as proposal guaranty, the same must be executed on the State Highway Commission's standard proposal bond form. The agent of the surety company furnishing the bond should be advised of the requirements in that clause, as failure to comply therewith will result in the rejection of the bid.

PROPOSAL

To the State Highway Commission of the State of Oregon:

The undersigned, as bidder, declares:

That the only persons or parties interested in this proposal as principals are those named herein;

That this proposal is made without collusion with any other person, firm or corporation;

That he has carefully examined the plans, specifications, and form of contract therefor on file in the office of the State Highway Commission;

That he has personally inspected the actual location of the work and all other local conditions affecting it;

That he submits this proposal subject to the terms and conditions stated in the preceding "Instructions to Bidders";

That he has satisfied himself as to the quantities and conditions and understands that in signing this proposal he waives all right to plead any misunderstanding regarding the same;

And he proposes and agrees, if this bid is accepted, that he will contract with said State Highway Commission, in the said form of contract, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and

That he will take in full payment therefor sums according to the actual amounts of work performed of the various classes and respective unit prices bid as given in the following schedule:

Item No.	Item and Quantity	Unit Bid Price Dollars	Unit Bid Price Cts.	Amount Dollars	Amount Cts.
1					
2					
3					
4					

BRIDGE CREEK BRIDGE

Item No.	Item & Quantity	Unit Bid Price Dollars	Unit Bid Price Cts.	Amount Dollars	Amount
1	Excavation, 220 cu. yds. at _____ Dollars per cu. yds.				
2	Exc. below elev. shown, 10 cu. yds. at _____ Dollars per cu. yd.				
3	Class "A" Concrete, 90 cu. yds. at _____ Dollars per cu. yd.				
4	Class "D" Concrete, 60 cu. yds. at _____ Dollars per cu. yd.				
5	Metal Reinforcement, 33,600 lbs. at _____ Cents per lb.				
6	Concrete Handrail, 184 lin. ft. at _____ Dollars				
7	Removal of old Highway Embankment Excavation 550 cu. yds. at _____ Cents per cu. yd.				
8	Removal of old bridge and maintenance of traffic, lump sum of _____ Dollars				

Total Amount of Bid $ _____

Item No.	Item and Quantity	Unit Bid Price Dollars	Unit Bid Price Cts.	Amount Dollars	Amount Cts.
5					
6					
7					
8					
9					
10					
11					
12					

Accompanying this proposal is .....
(Bidder's bond, cash, or certified check)

..... Dollars ($.....)
equal in amount to five (5) per cent of the total amount of the bid.

If this proposal shall be accepted and the undersigned shall fail to or neglect to contract as aforesaid, and to give the bond as aforesaid with surety satisfactory to the State Highway Commission, within five days (not including Sunday) from the date of the mailing of the notice from the State Highway Commission to him, according to the address herewith given that the contract is ready for signature, the State Highway Commission may, at its option, determine that the bidder has abandoned the contract, and thereupon forfeiture accompanying this proposal shall operate and the same shall be the property of the State of Oregon.

The full name and residence of all the persons and parties interested in the foregoing proposals as principals are as follows:

. (NOTE—Give first and last names, in full; in case of corporations, give name of president, treasurer and manager; and in case of partnerships, give the names of the individual copartners.)

NAME	ADDRESS
.....	.....
.....	.....
.....	.....
.....	.....

It is expected that surety bond covering contract, if awarded, for the work bid upon, will be furnished by

....
(Name of incorporated surety company) (Address)

Dated ....., 192.....

(Signature of bidder) .....
(Legal name of person, firm or corporation)

By .....

Address of bidder to which communications concerned with this proposal or the contract should be sent:

..... Street

..... City and State

OREGON STATE HIGHWAY COMMISSION

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, That we, ...

....., as principal,

and the .....,

a corporation duly organized under the laws of the state of .....,

having its principal place of business at ....., in the

state of ....., and authorized to do business in the state of Oregon, as surety, are held and firmly bound unto the state of Oregon in the full and penal sum of five (5) per cent of the total amount of the bid of said principal for the work hereinafter described, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such that, whereas, the principal herein is herewith submitting his or its proposal for the following highway construction, to wit:

.....

.....

.....

.....

.....

said bid and proposal, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said commission, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this ..... day of .....

.....

.....

Principal

Countersigned at ....

this ..... day of ....

....

Surety

PR134a

Jan. 9, 1930

Mitchell State Bank,
Mitchell,
Oregon

Dear Sirs:

Your letter addressed to the state highway commission under date of January 8th relative to an assignment made by F. L. Brown in favor of the Mitchell State Bank of moneys earned under his contract with the State of Oregon, has been handed to me for reply.

I note your inquiry as to what protection the bank has by virtue of this assignment. The law gives claims for labor furnished in connection with a contract like the one held by F. L. Brown preferred claims. Claims for materials furnished in connection with such contract are likewise preferred as against money loaned by the bank. Under the decisions of the supreme court I believe your assignment would be inferior to the rights of labor and material men. In other words, I think that labor and material men could insist that their claims be paid first and then other claims would be paid out of the balance should there be a balance.

Very truly yours,

J.M.DEVERS

JMD:FH

MITCHELL STATE BANK
NO. 248
MITCHELL, OREGON

Jan.8,1930.

RECEIVED
JAN 9 1930
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

During the course of construction of a section of the Ochoco Highway near here the contractor F.L.Brown borrowed from us the sum of $2000.00 assigning to us his claims for labor against the Commission. This money was used in meeting payrolls and bills for materials on account of said construction. The amount is unpaid at present. What protection, if any, do we have on this account. We enclose certificate of assignment.

Yours truly,
Fred Mc[illegible]
Cashier.

MITCHELL STATE BANK
No. 243
MITCHELL, OREGON

July 20, 1928.

To the Honorable State
Highway Commission,
Salem, Oregon.

Gentlemen:

This is to certify that for value received, I hereby assign to Mitchell State Bank, of Mitchell, Oregon, all my right, title and interest in and to all sums of money which are now due or which may become due me on account of construction work performed by me on the Mitchell-Dayville section of the Ochoco Highway, under my present contract, and you are authorized, upon demand of said Mitchell State Bank, upon presentation of this notice to pay over to them any sums due me under said contract, for the credit of my account with said Bank.

T. L. Brown

CONTRACT #1002,
1111, 1205,

PR 134-A Mitchell-Keyes Creek 1927-1930
Summit Sec.
1002, 1111, 1205 Folder # 1

#1119

PR 1340

December 27, 1929

Metropolitan Casualty Ins. Co. of N. Y.
M. L. Gilbert, Agent
Spalding, Building,
Portland, Oregon

Gentlemen:

In response to a request of the Secretary of State we are mailing you herewith a copy of a notice that has been filed in his office by the Shell Oil Company, Bend, Oregon setting forth their claim against Edward Kraig, to whom the State Highway Commission awarded a contract for the construction of a bridge over Bridge Creek on the Ochoco Highway in Wheeler County. This claim is in the sum of $574.79 and is for gasoline and lubricating oil furnished Mr. Krieg in connection with this particular contract.

This information is given you as you appear as surety on the bond furnished by Mr. Kraig in this instance.

Very truly yours

Ray A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

cc Edward Kraig
Hood River, Ore.

December 27, 1929

December 26, 1929

Hal E. Hoss
Secretary of State
B u i l d i n g

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 26th instant in which you enclose three copies of a notice of claim that has been filed in your office by the Shell Oil Company against Edward Kreig, a contractor on State Highway construction work at Mitchell, Oregon.

We are today forwarding a copy of this notice to the contractor and to the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:
Enc.

H. B. Glaisyer
Chief Clerk

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 26, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date, a notice of claim by the Shell Oil Company, Bend, Oregon, for gasoline and lubricating oil furnished in the sum of $374.79 against the bond taken from Ed. Kreig and the Metropolitan Casualty Company, surety, for the work of construction of a bridge at Mitchell, Oregon, Job number 35 P. F.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

SHELL OIL COMPANY

Petroleum Products

Bend, Oregon
December 17th, 1929

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned Shell Oil Company has a claim for gasoline and lubricating oil in the sum of $374.79 against the bond taken from Mr. Ed. Kreig; bonding Company, Metropolitan Casualty Company, for the work of construction of a bridge at Mitchell, Oregon, Job number 35 P.F.

Yours very truly,

SHELL OIL COMPANY,

BY W. LEONARD

W

ENDORSED:

File No. 808

Filed December 26, 1929, HAL E. HOSS, Secretary of State.

PR134a

December 27, 1929

Metropolitan Casualty Insurance Company of N. Y.
M. L. Gilbert, Agent
Spalding Building
Portland, Oregon

Gentlemen:

In response to your telephone request of this date wish to inform you that Mr. Kreig has completed his contract for the construction of a Bridge over Bridge Creek on the Ochoco Highway in Wheeler County. However, the final field notes have not yet been received in this office although we expect to receive them most any day.

As stated to you over the 'phone we are this date sending Mr. Kreig a warrant in the sum of $274.00, being estimate no. 4 for work done to December 10, 1929. Our retained percentage is $627.75.

Our Bridge Department informed us that it is their belief that the final amount will exceed the amount of the retained percentage although they were unable to state or estimate at the present time just how much more this is to be. Inquiry of our Bridge Department also indicates that the work was completed by Mr. Kreigh in a satisfactory manner.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBC:S

H. B. Claiayer
Chief Clerk

#1111
Irrigation Co
P R 134a

December 26, 1929

Metropolitan Casualty Insurance Company of N. Y.
M. L. Gilbert, Agent
Spalding Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter which we have today received from the Shell Oil Company in which they advise us of their claim in the sum of $374.72 against Edward Kreig, being for gasoline and lubricating oil furnished Mr. Kreig in connection with his contract for the construction of a bridge over Bridge Creek on the Ochoco Highway in Wheeler County.

This information is given you as you appear as surety on the bond furnished by Mr. Kreig in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Claiger
Chief Clerk

HBC:S
Enc

cc Edward Kreig
Hood River, Oregon

December 28, 1929

Shell Oil Company
Bend, Oregon

Gentlemen:

This will acknowledge receipt of your letter of the 17th instant in which you advise us of your claim in the sum of $574.79 against Mr. Edward Kreig, being for gasoline and lubricating oil furnished him in that amount in connection with his contract for the construction of a bridge over Bridge Creek on the Ochoco Highway at Mitchell.

Mr. Kreig furnished a bond to the State for the protection of labor and material claims and all just debts, dues and demands incurred against this project. This bond is offered to you for your protection. We would suggest that you file a notice of your claim with the bonding company who, in this instance, is the Metropolitan Casualty Insurance Company of New York, H. L. Gilbert Agent, Spalding Building, Portland. Should you secure no satisfaction by so doing then you still have recourse to action in the Courts and should file notice of your claim with the Secretary of State, in accordance with Section 2991 of the Oregon Laws.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

SHELL OIL COMPANY

PETROLEUM PRODUCTS

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

Bend, Oregon
December 17th, 1929

State Highway Commission,
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned Shell Oil Company has a claim for gasoline and lubricating oil in the sum of $374.79 against the bond taken from Mr. Ed Kreig, bonding company, The Metropolitan Casualty Company, for the work of construction of a bridge at Mitchell, Oregon, Job Number 35 P.F.

Yours very truly,

SHELL OIL COMPANY

W BY W. Leonard

ANSWERED
H. B. G.

#1111
35 DF-1
PR1340

December 26, 1929

Metropolitan Casualty Insurance Co.
H. L. Gilbert, Agent
Spalding Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from the Tum-A-Lum Lumber Company of Redmond, Oregon in which they advise that their claim against Edward Kreig is in the sum of $1450.28 instead of $1977.45 mentioned in their previous letter.

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc

cc Edward Krieg
Hood River, Oregon

December 26, 1929

Tum-a-Lum Lumber Company
Redmond, Oregon

Gentlemen:

This acknowledges receipt of your letter of the 19th instant in which you advise that your account against Edward Krieg was in the sum of $1450.28 instead of $1977.45.

We are communicating this information to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

TUM-A-LUM LUMBER COMPANY

BUILDERS OF HOMES

Redmond, Oregon

GENERAL OFFICE
Walla Walla, Wash.
L. E. SMITH,
District Manager
GEO. R. WITTKOPF,
Local Manager

LUMBER, BUILDING MATERIAL, FUEL
FREE PLAN SERVICE

December 19th '29.

ORegon State Highway Dep't,
Salem , Oregon.

Gentlemen;

In our letter of the 17th we stated that Mr. Edward Kreig's account was $1977.45. This wqs an error. The amount of the account is $1450.28.

Very truly yours,

L E Smith

District Manager.

LES/S

ANSWERED
H. B. G.

DEC 21 1929

PR134a

December 31, 1929

Metropolitan Casualty Ins. Co. of N. Y.
M. L. Gilbert, Agent
Spalding Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from the Tum-A-Lum Lumber Company of Redmond, in which they advise us of their claim in the sum of $1977.45 against Edward Krieg, being for materials furnished Mr. Krieg in connection with his contract for the construction of a bridge over Bridge Creek on the Ochoco Highway in Wheeler County, designated as state highway contract #111.

This information is given you as you appear as surety on the bond furnished by Mr. Krieg in connection with this contract.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF
cc Edward Krieg
Hood River, Oreg.

December 21, 1929

Tum-a-lum Lumber Co.
Redmond, Oregon

Attention Mr. L. E. Smith.

Gentlemen:

This acknowledges receipt of your letter of the 17th inst. in which you advise us of your claim in the sum of $1977.45 against Mr. Edward Krieg for materials furnished him in connection with his contract with the State Highway Commission for the construction of a bridge over Bridge Creek on the Ochoco Highway in Wheeler County.

In connection with this contract Mr. Krieg was required to furnish the State with a surety bond in the sum of $8,370.00. This bond is for the protection of labor and material claims and all just debts, dues and demands incurred against the work. This bond is offered as your protection.

In the event that you have difficulty in securing settlement from Mr. Krieg, would suggest that you take the matter up with the bonding company who in this instance is the Metropolitan Casualty Insurance Company of New York, M. L. Gilbert, Agent, Spalding Building, Portland, Oregon.

Should you secure no satisfaction by so doing, then you still have recourse to action in the court, and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws, a mimeographed copy of which we enclose.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:KT

TUM-A-LUM LUMBER COMPANY

BUILDERS OF HOMES

Redmond, Oregon

GENERAL OFFICE,
Walla Walla, Wash.
L. E. SMITH,
District Manager
GEO. R. WITTKOPF,
Local Manager

LUMBER, BUILDING MATERIAL, FUEL
PLANS SERVICE

December 17th '29.

Oregon State Highway Department
Salem, Ore.

Gentlemen;

Mr. Edward Krieg, who has the contract for some Highway bridges at Mitchell, has an account with us amounting at this time to $1977.45 and we will be very grateful to you if you will bear this in mind when making final settlement with Mr. Krieg.

Very truly yours,

TUM A LUM LUMBER CO.,

L E Smith

District Manager.

LES/S

#1111

RECEIVED
DEC 19 1929
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

#1111

Wheeler Co.

FF134a

RECEIVED
NOV 20 1929
STATE HIGHWAY

November 19, 1929

State Highway Bridge Department

Salem, Oregon

Dear Sirs:

I will be unable to complete the bridge at Mitchell on Bridge Creek by November 30 as specified. I would like to have an extension of fifteen days as I did not complete the pouring of the slab until until November 6, 1929.

Hoping that this will be satisfactory to you, I remain

very truly yours,

Edward Krieg

EK/ER

Edward Krieg

I recommend that an extension of 15 days be granted without penalty to Mr. Krieg for the completion of the Bridge Creek job.

Job was completed with just a few days of over-run.

Bridge Engineer.

F.A. 134-A

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Oregon F.A.P.134-A

Post Office Building
Portland, Oregon.

Oct.30, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

Jon

Agpv 2977

Oregon Federal Aid Project No. 134, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on December 12, 1927, by the State Highway Commission of Oregon, and on December 31, 1927, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 134, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section A to provide for minor revisions in grades and alignment, thereby reducing the length thereof from 7.399 miles to 7.374 miles, to provide for the construction of a bridge of more than 20 ft. clear span across Bridge Creek at survey station 20+20, and to provide for increases in the items of solid rock excavation and 18" corrugated galvanized iron pipe, and adjustments in bridge items, found necessary during construction, including a reduction in the length of the bridge at survey station 121 from 38 ft. to 19 ft.; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $78,573.00 to $91,680.98, and that the Federal funds approved and set aside to the credit of said Section A be increased from $47,143.80 to $55,008.58:

Feb 13 1930

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of fifty-five thousand, eight and 58/100 dollars ($55,008.58) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

> "Article II. This agreement covers the following road, as described in detail in said surveys, plans and specifications:
>
> Between survey station 1+00 in the town of Mitchell, and survey station 396+80 east of Keyes Creek Summit in the S.W. ¼ of Sec. 1, T.12 S., R.22 E., W.M., terminal points, a distance of 7.374 miles, known locally as the Ochoco Highway between Mitchell and Dayville, Wheeler County, being Section A of Oregon Federal Aid Project No. 134, consisting of 7.296 miles of roadway and six bridges of more than 20 ft. clear span 0.078 of a mile in length."

Paragraph (c) of Article III shall read:

> "(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $73,497.98, Federal Aid $44,098.78; six bridges, approved estimate $18,183.00, Federal Aid $10,909.80."

Paragraph (e) of Article III shall be and is hereby stricken out.

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of fifty-five thousand, eight and 58/100 dollars ($55,008.58), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-one thousand, six hundred eighty and 98/100 dollars ($91,680.98), the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 26th day of September, 1929, and the Secretary of Agriculture on the 18th day of October, 1929.

STATE HIGHWAY COMMISSION OF OREGON

By H B Bowerman
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By Robert W Sawyer
Member, State Highway Commission

C W Marvin
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 134, Section A.

FOR AUTHORITY TO EXECUTE AGREEMENTS SEE PROJECT NO. 112, HIGHWAY DEPARTMENT

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 1+00 in the town of Mitchell, and survey station 396+50 east of Keyes Creek Summit in the S.W.¼ of Sec. 1, T.12 S., R.22 E., W.M.,

locally known as the Ochoco Highway between Mitchell and Dayville, Wheeler County,

and designated in the records of this Department as Section A of Project No. 124, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $21,680.98 in lieu of the $47,143.80 approved by Certificate of Dec. 31, 1927, Section A of as the total estimated cost of said project, and the sum of $[illegible] Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share per cent of said total estimated cost.

Done at the city of Washington, this 18th day of October one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

C. C. Morrow

Acting *Secretary of Agriculture.*

1926

PR134a

October 21, 1929

Puget Sound & Alaskan Power Company
307 Pioneer Building
Seattle, Washington

Attention H. G. Beales
Secy-Treas.

Gentlemen:

Replying to your inquiry of the 18th instant concerning the contract awarded to F. L. Brown for the grading of the Mitchell-Hayes Creek Summit Section of the Ochoco Highway, wish to say that this work was completed on March 9, 1929. Final payment has not yet been made, however, but will be made as soon as the final voucher has been returned to us by Mr. Brown, properly executed. This final payment is in the sum of $2,580.25 and has been assigned to the surety who wrote Mr. Brown's bond in connection with this work.

Our records show that this bond was written by the Aetna Casualty and Surety Company, for whom Bates Lively & Pearson are agents, with offices in the Yeon Building, Portland.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HHG:B

H. H. Glaisyer
Chief Clerk

#1002

W Keller Co

...ID, Pres.-Mgr. ROY HOBART, Vice Pres. H. G. SEALEY Secy.-Treas.

MANUFACTURERS OF
VULCAN
KICK IN EVERY STICK
STUMPING POWDERS and DYNAMITE FOR
LAND CLEARING ROAD WORK
COAL MINING AND ROCK WORK

Puget Sound and Alaska POWDER Company

SALES OFFICE
307 PIONEER BUILDING
SEATTLE
PHONE MAIN 9110

PORTLAND OFFICE
918 BOARD OF TRADE BLDG.
PHONE BROADWAY 1807

SPOKANE OFFICE
501 ROOKERY BLDG.
PHONE MAIN 1827

ADDRESS REPLY TO Seattle, Washington,
October 18th, 1929.

RECEIVED

Oregon State Highway Commission,
Salem,
Oregon.

Attention Mr. H.B.Glaisyer.

Gentlemen:

Will you kindly advise us when the contract awarded to F.L.Brown for grading of the Mitchell-Keyes Creek Section of the Ochoco Highway was completed and when final payment was made.

Thanking you for your courtesy in this matter we are,

Very truly yours,

PUGET SOUND & ALASKA POWDER CO.,

by H G Sealey
Secy-Treas.

HGB*DIW

Finish is #2380.23 assigned for survey and will be paid as soon as returned to us proper by signed W.O. Completed on June 9

September 30, 1929.

Mr. W. H. Lynch, District Engineer,
Bureau of Public Roads,
Box 2800
Portland, Oregon.

Dear Sir:

We are enclosing herewith three signed copies of modified agreement covering the Mitchell-Cayes Creek Summit Section, Project 154-A.

With reference to the non-participating structure at Station 322, we wish to advise that the length of this span is thirteen feet, as shown on the plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

September 17th, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed are three copies of Modification of Agreement for Oregon F.A. Project No. 134-A for signature and return to this office.

The non-participating structure at Station 323 is shown in the estimate as a 19 foot span and on the plan as a 13 foot span. Will you please advise which is correct when the attached documents are returned?

Very truly yours,

W. H. Lynch,
District Engineer.

September 17th, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Enclosed are three copies of Modification of Agreement for Oregon F.A. Project No. 134-A for signature and return to this office.

The non-participating structure at Station 323 is shown in the estimate as a 19 foot span and on the plan as a 13 foot span. Will you please advise which is correct when the attached documents are returned?

Very truly yours,

W. H. Lynch.
District Engineer.

FR 134a

August 9, 1929

Metropolitan Casualty Insurance Company of N. Y.,
Wilcox Building,
Portland, Oregon.

Attention: Mr. Malcolm L. Gilbert
Mgr, Surety Department

Gentlemen:

Replying to your letter of the 6th instant concerning the contract awarded to Edward Krieg for the construction of a bridge in Wheeler County at Mitchell, wish to say that this is the bridge in connection with which bids were received by the Highway Commission on July 25th, the award of contract having been held up pending certain investigations, the name of the project being a bridge over Bridge Creek at Mitchell. Only one contract was awarded, that being in the sum of $8,370.00 The amount stated in the Daily Journal of Commerce evidently is in error.

Concerning the contract and bond forms, will say that on account of the above mentioned investigation the mailing of these forms to Mr. Krieg was delayed and they were sent to him for execution only three days ago, to be exact on Tuesday, August 6th. If you are to write this bond the probabilities are that Mr. Krieg will mail the forms to you shortly, if he has not already done so.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

M. B. Glaisyer
Chief Clerk

S

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

PORTLAND SERVICE OFFICE
WILCOX BUILDING TELEPHONE ATWATER 4137
PORTLAND, OREGON

MALCOLM L. GILBERT, MANAGER
SURETY DEPARTMENT

August 8, 1929.

RECEIVED
AUG 9 1929
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Ore.

Gentlemen:

In yesterday's Daily Journal of Commerce I notice that a bridge in Wheeler County at Mitchell was awarded to Edward Krieg for $8870.00. The latter part of July he received the award for a bridge over Bridge Creek on the Ochocho Highway in Wheeler County, on which the bid was $8370.00. I wonder if you will kindly tell me whether these are the same jobs or if Mr. Krieg has been awarded two contracts?

I would also like to know whether or not the contracts and bond forms have yet been forwarded to Mr. Krieg, because they have not reached me, although we have here an application for his bond on the job awarded at $8370.00.

Yours very truly,

M L Gilbert

Bond Department.

MLG*ELW

ANSWERED
H. B. G.

PR

DC

PR134a

August 7, 1929

Edward Krieg,
Hood River, Oregon.

Dear Sir:

We sent to you yesterday by express four copies of contract no. 1111 which was awarded to you by the State Highway Commission at its meeting on July 25, 1929, covering the construction of a bridge over Bridge Creek on the Ochoco Highway in Wheeler County, near Mitchell.

Will you kindly execute all four copies of this contract as to the agreement and bond and return all four copies to this office for approval by the Highway Commission. When this is done a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on Page 10 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

OK 134-A

August 5, 1939

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 2900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate as basis for modified agreement covering the Mitchell-Keyes Creek Summit Section, Project No. 134-A. This estimate has been revised to include the Bridge Creek Bridge and likewise to conform with the revised plans.

Five blue print copies of these plans were sent to you yesterday.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

Encl.
JWN:AF

Oregon State Highway Department — Project No. 134-A

MITCHELL-HYDE CREEK SUMMIT SECTION

OF THE OLDOCO HIGHWAY IN WHEELER COUNTY

(Estimate as basis for modified agreement. Based on contract prices and revised to include Bridge Creek bridge.)

Salem, Oregon, August 2, 1929

Grading

All Required	Clearing and Grubbing			$ 30.00
29,060 cu. yds.	Common Excavation		.27	7,846.20
23,500 cu. yds.	Intermediate Excavation		.40	9,400.00
42,930 cu. yds.	Solid Rock Excavation		.80	42,176.00
43,970 yd. sta.	Overhaul		.02	879.40
140 lin. ft.	12" Corr. Galv. Iron Pipe		1.25	175.00
1,570 lin. ft.	18" Corr. Galv. Iron Pipe		1.75	2,747.50
130 lin. ft.	24" Corr. Galv. Iron Pipe		3.275	422.25
150 lin. ft.	36" Corr. Galv. Iron Pipe		5.00	750.00
20 M-FBM	Lumber and Timber (Stas. 107,180 & 121)		60.00	1,200.00
620 lin. ft.	Timber Piling (Stas. 107,180 & 121)		.60	372.00
	Sub-total			$86,516.35
	10% Engr. & Cont.			6,981.63
	Total (Roadway)			$73,497.98

Length of Project, (excluding bridges)	7.296 miles (Revised)
Length of bridges over 20-foot span;	0.078 miles (Revised)
Length of Project, (including bridges)	7.374 miles (Revised)
Cost per mile (excluding bridges)	$10,073.73

Bridges over 20-foot span. — Grading Contract.

Station 1, 5 - 19' spans

34 M-FBM	Lumber and Timber	$60.00	$ 2,040.00
530 lin. ft.	Piling	.60	318.00

Station 30, 5 - 19' spans

19 M-FBM	Lumber and Timber	60.00	1,140.00
290 lin. ft.	Piling	.60	174.00

Station 54, 3 - 19' Spans

21 M-FBM	Lumber and Timber	$60.00	$ 1,260.00
450 lin. ft.	Piling	.60	270.00

Station 73, 4 - 19' Spans

25 M-FBM	Lumber and Timber	60.00	1,500.00
800 lin. ft.	Piling	.60	800.00

Station 209, 3 - 19' Spans

16 M-FBM	Lumber and Timber	60.00	960.00
320 lin. ft.	Piling	.60	192.00

Bridge Creek Bridge, Station 80

220 cu. yds.	Excavation	2.00	440.00
16 cu. yds.	Excavation below piers	4.00	48.00
90 cu. yds.	Class "A" Concrete	30.00	2,700.00
60 cu. yds.	Class "B" Concrete	30.00	1,800.00
53,000 lbs.	Metal Reinforcement	.055	1,048.00
106 lin. ft.	Concrete Handrail	5.50	1,012.00
550 cu. yds.	Remove old highway embankment	.50	275.00
All Required	Remove old bridge and maint. traffic		250.00
	Sub-total		$16,550.00
	10% Engr. & Cont.		1,653.00
	Total (bridges)		$18,183.00

Length of bridges 0.078 miles
Cost per mile $233,115.38

SUMMARY

Item	Total Cost	State Funds	Federal Aid
Roadway	$73,497.98	$29,399.20	$44,098.78 (60%)
Bridges	18,183.00	7,273.20	10,909.80 (60%)
	$91,680.98	$36,672.40	$55,008.58

State funds for construction, Chap. 175, laws 1917; Chap. 31, laws 1920
State funds for maintenance, Res. Aug. 17, 1917; Chap. 237, laws 1917

Non-participating items

Bridge, Station 323, 1 - 19' Span

8 M-FBM	Lumber and Timber	$60.00	$480.00
240 lin. ft.	Piling	.60	144.00

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

April 13, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 13⅓, Section A, the Mitchell-Keyes Creek Summit Section of the Ochoco Highway.

Final inspection and acceptance has been made of this project; however, as you know, practically the entire line was changed during construction, and it is requested that four sets of plans, showing the revised alignment, be submitted. Would suggest that the plans be sent prior to, or at the time of, submitting the final voucher, in order that there may be no delay in payment.

Very truly yours,

W. H. LYNCH
District Engineer.

April 13, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 13¼, Section A, the Mitchell-Keyes Creek Summit Section of the Ochoco Highway.

Final inspection and acceptance has been made of this project; however, as you know, practically the entire line was changed during construction, and it is requested that four sets of plans, showing the revised alignment, be submitted. Would suggest that the plans be sent prior to, or at the time of, submitting the final vrecher, in order that there may be no delay in payment.

Very truly yours,

W. H. LINCK
District Engineer.

[illegible] Oregon

PR #
134-A

July 23, 1929

Mr. J. E. Peck
Resident Engineer
Mitchell, Oregon

Dear Sir:

In working out the federal aid details in connection with the bridge which is to be constructed at the second crossing of Bridge Creek, we have discovered that the bridge has been designed for a 1.5 per cent grade, whereas the construction profile for the grading work shows the bridge to be located on two vertical curves with an average gradient of 2 per cent. The error in the bridge design has resulted from the fact that the vicinity map submitted from the field did not show a 50-foot equation which occurs at Station 19+37.9 = 19+87.9. The vicinity map indicated a 2 per cent grade, but the elevations checked a 1.5 per cent grade, and the Bridge Department assumed that an error had been made in computing the percentage of grade.

We note also that by making a slight change in the grade of the constructed roadbed, the grade line at this location can be very materially improved. One of the two vertical curves can be entirely eliminated, doing away with an objectionable sag in the grade of the roadbed at the north end of the proposed bridge. We are inclosing a profile showing the change in grade which would accomplish this. Kindly investigate the situation in the field and let us have your opinion as to the advisability of adopting the revised grade line as we have shown it or of making some other change which would accomplish the same result.

Please let this matter have your early attention, as we are delaying the submission of federal aid plans until we hear from you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Incl.
SHP:AF
cc to C. W. Wenzer, Div. Engineer
Bend, Oregon

July 18, 1919

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate accompanying plans for the Bridge Creek Bridge, project No. 134-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Incl.
Dict. by J. W. Nash/AF

Oregon State Highway Department — Project No. 134-A

BRIDGE CREEK BRIDGE ON THE

OCHOCO HIGHWAY IN WHEELER COUNTY

Salem, Oregon, July 18, 1929

220 cu. yds.	Excavation	$ 3.00	$ 660.00
10 cu. yds.	Excavation below plans	5.00	50.00
90 cu. yds.	Cl. "A" Concrete	24.50	2,205.00
60 cu. yds.	Cl. "D" Concrete	25.50	1,530.00
35,000 lbs.	Metal Reinforcement	.055	1,925.00
184 lin. ft.	Concrete Handrail	5.00	920.00
550 cu. yds.	Removal of old highway embankment	.50	275.00
All Required	Remove old Bridge and maint. traffic		300.00
	Sub-total		$7,765.00
	10% Engr. & Cont.		776.50
	Total		8,541.50

Length of structure, 88 ft. 0.016 miles

Cost per mile, $535,425.00

State Funds Available,	$3,235.89
Federal Aid Requested,	5,331.11
	$8,566.00

#1002
350F
PR134a

Kiona, Wash. May 22, 1929.

Mr. Roy A. Klein, State Highway Engineer,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of copy of notice riled in the office of Secretary of State by Frank E. Tomfohr concerning his claim for $262.50.

I have referred this to Bates, Lively, & Pearson, agents for the Aetna Casualty & Insurance Company, with whom I am bonded.

Mr. Tomrohr has no right for any claim whatever. It is merely a case of spite because he was let out or a job he was incompetent to fill. He can not establish the claim.

Very truly,

F. L. Brown

NOTED
H. R. GLAISYER

PR*
134-A

May 16, 1930.

Mr. C. H. Hanner
Division Engineer
State Highway Department.
Rand, Oregon.

Dear Sir:

We are sending herewith a copy of a letter today received from Mr. F. L. Brown concerning his contract for the grading of the Mitchell-Kimes Creek Summit Section.

You may either report directly to Mr. Brown or advise us fully in regard to the matters mentioned so that we will be in a position to reply to him.

The matter of stockpiling maintenance materials on Mr. Brown's property near Irrigon is being taken up with Mr. Smith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encl.

Brown accepted his
final estimate without
change about October 1st

May 14, 1928.

Mr. H. G. Smith,
Division Engineer,
State Highway Department,
LaGrande, Oregon.

Dear Sir:

We are sending herewith a copy of a letter from Mr. F. L. Brown who has recently completed a contract in Mr. Nunan's territory. In the last paragraph of his letter he states that maintenance materials have, without his permission been stockpiled upon property owned by him in the vicinity of Irrigon. Please investigate this and let us have a report.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP
Encl.

May 16, 1928.

Mr. F. L. Brown,
Kiona, Washington.

Dear Sir:

Receipt is acknowledged of your letter of May 8, concerning your contract for the grading of the Mitchell-Kaina Creek Summit Section of the Columbia Highway.

The matters mentioned in your letter are being taken up with our division engineers Mr. Ramsey and Mr. Smith, and we will write to you further as soon as we have received their reports.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Kiona, Wash. May 8, 1929.

Mr. Roy A. Klein, State Highway Engineer,
Salem, Oregon.

RECEIVED
MAY 9 1929
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Since writing inquiry, I have received the voucher for final on Mitchell. I cannot sign the affidavit as there are still some unpaid bills for material.

I feel that, owing to the nature of the work at Mitchell, and the amount of work I had to do in the rock cuts, Sub grade should have been allowed. In order to make a good job, it was necessary to take out at least six inches below grade and fill it back. The Bureau of Public Roads allows subgrade as does, also, the state of Washington.

On the extra work of putting talus on the road, I suffered loss, both in time and machines. I understood that time would be extended to cover the grading, if I took the job of talus. But the penalty has been imposed. I knew there was no money for me in the talus, but having overrun the time, felt that I should protect the road as much as possible.

If the penalty was on account of the Federal interest in the job, it might be that subgrade could be allowed for the same reason.

There are 16ft. of 18" pipe and the same amount of 12" pipe, ordered by the engineer and on the ground at Mitchell, but not estimated to me.

A short time ago I noticed stock piles had been placed on my property about two miles west of Irrigon. I had not given permission for this, in fact I do not want them there as I expect to improve the land or sell it,

Very truly,

W. F. Brown

#1007
3 of F

PR 1342

May 8, 1929

Hal E. Hoss,
Secretary of State,
B u i l d i n g.

Attention: M. J. Haas
Filing Division

Dear Sir:

This acknowledges receipt of your letter of the 7th instant enclosing three copies of the notice of the claim of Frank E. Tomfohr against P. L. Brown, being for labor and service performed and materials furnished Mr. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County.

We are today forwarding copies of this notice to the contractor and to the surety on his bond as per your request.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

May 8, 1929

Mr. F. L. Brown,
Kiona, Washington.

Dear Sir:

At the request of the Secretary of State, we are handing to you herewith a certified copy of a notice that has been filed in his office by Mr. Frank E. Tomfohr being for labor and materials furnished you in the sum of $262.80 in connection with your contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County.

Will you please give this matter your attention?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Clairyer
Chief Clerk

HBC:S
Enc.

May 8, 1929

Aetna Casualty & Surety Co.,
Bailey, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State, we are handing to you herewith a certified copy of a notice that has been filed in his office by C. B. Purcell, an attorney at law, Portland, Oregon, being the notice of the claim of Frank E. Tomfohr for labor and materials furnished F. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway, State Highway contract no. 1002.

This notice is forwarded to you as you appear as surety on the bond furnished by Mr. Brown in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

May 7, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. C. D. Purcell and filed as of this date, a notice of claim by Frank E. Tomfohr for labor and materials furnished in the sum of $262.50 against the bond taken from F. L. Brown, contractor, and Aetna Casualty and Surety Company, surety, for the work of grading the Mitchell-Keyes Creek Summitt Section of the Ochoco Highway in Wheeler County, Oregon, Project No. 1093, contract No. 1002.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas
EF

ANSWERED
H. B. G.

United States of America

STATE OF OREGON

C. D. PURCELL
ATTORNEY AT LAW

416 Stock Exchange Building,
Portland, Oregon, May 6th, 1929

Mr. F. L. Brown,
194 East 24th Street North,
Portland, Oregon.

AETNA CASUALTY & SURETY CO.,
a corporation.

Secretary of State,
Salem, Oregon.

Dear Sirs :

You and each of you, are hereby notified, and notice is hereby given, that the undersigned, Frank E. Tomfohr has a claim for work and labor and services performed and labor and materials furnished and expenses incurred in the sum of $262.50, against the bond taken from F. L. Brown, Contractor and Aetna Casualty and Surety Company, a corporation, surety for the work of grading the Mitchell-Keyes Creek Summitt Section of the Ochoco Highway in Wheeler County, Oregon, Project No. 1093 contract No. 1002, entered into September 27th, 1927 between the State of Oregon by State Highway Commission and, F. L. Brown, Contractor, and Aetna Casualty and Surety Co. a corporation, Surety.

Yours truly,

FRANK E. TOMFOHR
Claimant

C. D. PURCELL

Attorney for Claimant
416 Stock Exchange Building,
Portland, Oregon.

Please acknowledge the receipt of this communication.

C. D. PURCELL

ENDORSED:
File No. 789
Filed May 7, 1929, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Frank E. Tomfohr for labor and materials furnished in the sum of $262.50 against the bond taken from F. L. Brown, contractor, and Aetna Casualty and Surety Company, surety, for the work of grading the Mitchell-Keyes Creek Summitt Section of the Ochoco Highway in Wheeler County, Oregon, Project No. 1093, contract No. 1002, with the original notice of claim filed in the office of the Secretary of State on May 7, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of May, A. D. 19 29.

Hal E. Hoss

Secretary of State

By O. Langhurst Deputy

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Frank E. Tomfohr for labor and materials furnished in the sum of $262.50 against the bond taken from F. L. Brown, contractor, and Aetna Casualty and Surety Company, surety, for the work of grading the Mitchell-Keyes Creek Summitt Section of the Ochoco Highway in Wheeler County, Oregon, Project No. 1093, contract No. 1002, with the original notice of claim filed in the office of the Secretary of State on May 7, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 7th day of May, A. D. 19 29.

Hal E. Hoss
Secretary of State

By [illegible]
Deputy

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. SAYER, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 134-A

OREGON STATE HIGHWAY COMMISSION
SALEM

Mitchell, Oregon.
July 25, 1929.

IN REPLY PLEASE REFER TO FILE NO.

Mr. Roy. A. Klein,
State Highway Engineer,
Attention Mr. Probert,
Salem, Oregon.

Dear Sir;

Your letter of July 23rd inregard to to grade line over the bridge at the second crossing of Bridge Creek.

The revised grade that you show on enclosed sketch would be a great improvement over the present grade and I would recommend that the change be made.

The excavation that would be necessary on the west end is in a rock cut but I think that the rock is shattered and would not require a great deal of the time.

Very truly yours.

cc to Mr. Wanzer, Div Engineer.

Ed.

PR134a

May 6, 1929.

Mr. G. D. Purcell,
Attorney at Law,
416 Stock Exchange Bldg.,
Portland, Oregon.

Dear Sir:

Replying to your inquiry of the 4th inst., concerning the contract of F. L. Brown for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway, wish to say that his contract was completed on March 9, 1929, which date is considered the date of acceptance by the State Highway Commission.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. H. Gleisner
Chief Clerk

HHG:AP

C. D. PURCELL
ATTORNEY AT LAW
416 Stock Exchange Building
Portland, Oregon,
May 4th, 1929.

State Highway Commission,
Salem, Oregon.

Dear Sirs:

Will you please give me the date of the acceptance by the State of Oregon, or State Highway Commission of the contract for construction of highway in Wheeler County, Oregon, by F. L. Brown, contractor, being contract No. 1002 for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway. Kindly give me the date the job was ceepted and taken over by the State of Oregon.

Yours truly,

C. D. Purcell

ANSWERED
H. B. G.

Wm Oswald Thompson 7/March 9, 1929

P.R 1346

May 1st, 1928

Mr. F. L. Brown,
Kiona, Washington.

Dear Sir:

With reference to your letter of the 26th ultimo addressed to W. C. Wanner, Division Engineer, Bend, Oregon, concerning your final payment, wish to say that final voucher was mailed to you for execution on April 30th to your Kiona, Washington address. If you have not received this voucher kindly advise and we will send out a tracer.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. B. Cleiayer
Chief Clerk.

EBC:JS
cc. C. W. Wanner

COMMISSIONERS
H. B. VAN [illegible]ZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

April 29th, 1929.

Mr. F. L. Brown
Kiona, Washington

Dear Sir:

Your letter of April 26th received and has been referred to the Salem Office where the status of your final estimate will be checked up and you will doubtless receive a reply direct from there.

Very truly yours,

C. W. Wanzer
Division Engineer

By
W. H. Hackett
Div. Office Engineer

WHH:I
cc R. A. Klein

Kiona, Wash. April 26, 1929.

COPY

Mr. M. C. Manzer,
Bend, Ore.

Dear Sir:

Since leaving Mitchell about six weeks ago, we have heard nothing in regard to payments. We still owe a few bills that are to be paid with money from that job. Will you please let me know what is delaying the matter?

Very truly,

(Signed) F. L. Brown

Mailed 4/25—

PR 134a

April 20, 1929

Standard Oil Company of California,
P. O. Drawer 1107,
Portland, Oregon.

Gentlemen:

Attention: Mr. F. M. Ewing.

Replying to your inquiry of the 16th inst., concerning payments to T. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway wish to say that this work has been completed but final payment has not yet been made, although the final voucher has been prepared and has been mailed to Mr. Brown for acceptance. The amount of this final voucher is $2380.55. Payment will be made to Mr. Brown in this sum shortly after the voucher has been returned properly executed.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:JS

#1002
Wheeler Co

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
S. E. NORD
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

April 26, 1929.

F. L. Brown, Mitchell, Ore.

State of Oregon Highway Commission,
Salem, Oregon.

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

You kindly informed us last February that you were holding as a retained percentage on the Mitchell-Keyes Creek Summit Section of the Ochoco Highway contract, the sum of $2333.64. At that time there was still a small amount of work to be done before final payment would be made.

We are interested in knowing whether or not this work has now been completed and accepted and if the contractor has received full payment for the work performed.

For your convenience in replying, we are enclosing a stamped, self-addressed envelope.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager,
By T. M. Bevins

CDE:RA

Final Amt - # 77834.63
Final payment - #2,380.23 - Mailed out for Sig. on April 25th.

ANSWERED
H. B. G

#1002
358F
PR 134-A.

Kiona, Wash. March 22, 1929.

Roy A. Klein, State Highway Engineer,
Salem, Ore.

Dear Sir:

Concerning the recently received copy of claim filed by Brown Bros. of Mitchell, Ore. against me in amount of $1851.88 ;

Brown Bros. neglected to note my credit of $13.25 which they assumed from an account with Mack Nicholas.

The last estimate I received gave the amount of lumber 154,833 feet which at $40 per M amounts to $6193.32. Having paid them $4981.25, I now owe $1212.07 which I am, and have been, willing to pay at any time.

When we agreed upon the price I stated that the engineer's estimates would be the basis for time and amount of payments.

Very truly,

H. S. Brown

NOTED
H. B. GLAISYER

PR134a

March 8, 1929

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Attention: Carl V. Mantz

Gentlemen:

Replying to your letter of the 7th instant concerning the status of final settlement with F. L. Brown for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County, will say that final settlement has not been made, although the contract is complete with the exception of finishing up several small culverts. These should be completed within the very near future.

A semi final payment for this work was rendered Mr. Brown a short time ago and there is now due Mr. Brown as a retained percentage the sum of $2,333.64. Final payment to Mr. Brown will be very near the amount of the retained percentage according to information available in this office at the present time. It may be increased or decreased somewhat depending on the results of the final check of the field notes in this office.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaiyer
Chief Clerk

HBG:S

7810

#1002
Whale Co

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, Adjuster

PORTLAND, ORE., March 7, 1929

Oregon State Highway Commission
Salem, Ore.

Att'n-H. B. Glaisyer

RE: F. L. Brown

Gentlemen:

Kindly advise whether final settlement has been made with F. L. Brown in connection with the contract for the grading of the Mitchell-Keyes Creek-Summit Section of the Ochoco Highway in Wheeler County. If final settlement has not been made, kindly advise the amount of the final estimate.

Yours very truly,
Geo. A. Mercer, Adjuster
By Carl V. Mantz

CVM:A

Paid To Feb-10-$75,454.40
Returned - $2,333.64
Contract is in ... except for finishing a ... two small culverts.

ANSWERED
H. B. G.

#1002

35BF

PR 134-A

March 6, 1929

Hal E. Hoss,
Secretary of State,
Building

Attention: Mr. M. J. Hoss
Filing Division

Dear Sir:

This acknowledges receipt of your letter of the seventh instant in which you enclose three copies of the notice of the claim of Ray F. Brown and John T. Brown, against P. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County, said claim being in the sum of $1,851.28.

Copies of this notice are today being sent to Mr. Brown and the surety on his bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

March 8, 1923

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand to you herewith copy of a notice which has been filed in the office of the Secretary of State, being the claim of Ray F. Brown and John T. Brown against F. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County, said claim being in the sum of $1,851.80.

This information is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Brown in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

March 8, 1929

Mr. F. L. Brown,
Mitchell, Oregon.

Dear Sir:

At the request of the Secretary of State, we are mailing to you herewith a copy of the notice of claim which has been filed in his office by Roy F. Brown and John T. Brown in connection with your contract for the construction of the Mitchell-Keyes Creek Summit Section of the Cohoco Highway in Wheeler County, said claim being in the sum of $1,851.88.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

HAL E. HOSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 7, 1929

RECEIVED
MAR 9 1929
HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from H. H. & Carl Hendricks, Attys., Fossil, Oregon, and filed as of the 1st inst., a notice of claim by Roy F. Brown and John T. Brown, partners, doing business as Brown Brothers, for lumber furnished in the sum of $1,851.88 together with interest, costs and attorneys fees, against the bond taken from F. L. Brown, principal, and the Aetna Casualty and Surety Co, surety, in connection with work under contract No. 1002 on the Mitchell Keyes Creek Summit of the Ochoco Highway in Wheeler County.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By W. J. Haas
Et

L

COPY

ROY F. BROWN AND JOHN TO BROWN, PARTERS, DOING A SAW MILL BUSINESS UNDER THE FIRM NAME OF BROWN BROTHERS
CLAIMANTS

VS

F. L. BROWN, of 194 E. 24th Street North Portland, Oregon, and the AETNA CASUALTY & SURETY CO., A FOREIGN CORPORATION,
DEFENDANTS

NOTICE OF CLAIM

* * * * * * * *

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON:

Hon. Hal. E. Hoss, Secretary of State, Salem, Oregon.
Notice is hereby given, that the undersigned, Roy F. Brown and John T. Brown, partners doing a saw mill business, near Mitchell in Wheeler County, Oregon, under the firm name of Brown Brothers, have a claim for lumber sold and delivered to F. L. Brown, contractor on the Mitchell Keyes Creek Summit of the Ochoco Highway, in Wheeler County, Oregon, being contract No. 1008.

That said lumber was sold and delivered to said F. L. Brown, between the 29th day of November 1927 and the 5th day of October, 1928, both inclusive. That the total amount of lumber so sold and delivered to said F. L. Brown was 170497 board feet at the agreed price of $40.00 per thousand. That said lumber so sold and delivered by Roy F. Brown and John T. Brown was used in the prosecution of the work provided for in said contract No. 1002, by said contractor F. L. Brown. That the total purchase price of said lumber sold and delivered by said claimants to said F. L. Brown contractor, for the prosecution of said work was the sum of $6819.88, and that no part of the same has been paid except as follows:

February 7,	1928		$1500.00
June 19 ,	1928		900.00
July 9 ,	1928		1238.00
August 14 ,	1928		680.00
October 19,	1928		400.00
Nov_____	1928	(Fordson)	250.00
Total			$4968.00

That said account became due Oct. 5, 1928.

That said lumber was delivered to said contractor between said dates, and that itemized statements of the same were delivered to said F. L. Brown from time to time as the same was delivered, and that said lumber was delivered upon Order of said contractor, for which he agreed to pay the price of $40.00 per thousand, and that said contractor retained said itemized statements so delivered to him without objecting to the same, and that said lumber so sold and delivered to said contractor was used and expended by him the the prosecution of said work under said contract.

That there is a balance due the claimants in the sum of $1851.88, on said lumber so sold and delivered, and that no part of the same has been paid, although frequently demanded by the claimants of said contractor. and that there is interes due thereon from the 5th day of October, 1928, at the rate of 6 per cent per annum.

This is to notify you and all others whom it may concern that the said claimants in the name of the State of Oregon intent to hold the principal and surety on the bond given on the said contract, which bond is dated the 13th day of December, 1927 for the sum of Thirty Seven Thousand, Five Hundred Dollars ($37,500.00) and wherein F. L. Brown as Principal and the Aetna Casualty and Surety Company, a foreign corporation, is surety and to the State of Oregon acting through said [illegible], for the said sum of $1851.88 and interest thereon at 6% per annum from the 5th day of October, 1928, and costs and attorne's fees as allowed by Section 6719 Oregon Laws as amended by Chapter 342 Laws of Oregon for the year 1921.

JOHN T. BROWN
ROY F. BROWN
Claimants

ROY F. BROWN AND JOHN TO BROWN,
PARTNERS, DOING A SAW MILL BUSINESS
UNDER THE FIRM NAME OF BROWN BROTHERS
CLAIMANTS

VS

F. L. BROWN, of 194 E. 24th Street
North Portland, Oregon, and the
ETNA CASUALTY & SURETY CO.,
A FOREIGN CORPORATION,
DEFENDANTS

* * * * * * * *

NOTICE OF CLAIM

TO THE STATE OF OREGON, AND TO THE SECRETARY OF STATE THEREOF,

SALEM, OREGON:

Hon. Hal. E. Hoss, Secretary of State, Salem, Oregon.
Notice is hereby given, that the undersigned, Roy F. Brown and John T. Brown, partners doing a saw mill business, near Mitchell in Wheeler County, Oregon, under the firm name of Brown Brothers, have a claim for lumber sold and delivered to F. L. Brown, contractor on the Mitchell Keyes Creek Summit of the Ochoco Highway, in Wheeler County, Oregon, being contract No. 1008.
That said lumber was sold and delivered to said F. L. Brown, between the 29th day of November 1927 and the 5th day of October, 1928, both inclusive. That the total amount of lumber so sold and delivered to said F. L. Brown was 170497 board feet at the agreed price of $40.00 per thousand. That said lumber so sold and delivered by Roy F. Brown and John T. Brown was used in the prosecution of the work provided for in said contract No. 1008, by said contractor F. L. Brown. That the total purchase price of said lumber sold and delivered by said claimants to said F. L. Brown contractor, for the prosecution of said work was the sum of $6819.88, and that no part of the same has been paid except as follows:

February 7,	1928		$1500.00
June 19 ,	1928		900.00
July 9 ,	1928		1238.00
August 14 ,	1928		680.00
October 19,	1928		400.00
Nov	1928	(Fordson)	250.00
Total			$4968.00

That said account became due Oct. 5, 1928.
That said lumber was delivered to said contractor between said dates, and that itemized statements of the same were delivered to said F. L. Brown from time to time as the same was delivered, and that said lumber was delivered upon Order of said contractor, for which he agreed to pay the price of $40.00 per thousand, and that said contractor retained said itemized statements so delivered to him without objecting to the same, and that said lumber so sold and delivered to said contractor was used and expended by him the the prosecution of said work under said contract.
That there is a balance due the claimants in the sum of $1851.88, on said lumber so sold and delivered, and that no part of the same has been paid, although frequently demanded by the claimants of said contractor. and that there is interes due thereon from the 5th day of October, 1928, at the rate of 6 per cent per annum.
This is to notify you and all others whom it may concern that the said claimants in the name of the State of Oregon intent to hold the principal and surety on the bond given on the said contract, which bond is dated the 13th day of December, 1927 for the sum of Thirty Seven Thousand, Five Hundred Dollars ($37,500.00) and wherein F. L. Brown as Principal and the Aetna Casualty and Surety Company, a foreign corporation, is surety and to the State of Oregon acting through said Highway Commission, for the said sum of $1851.88 and interest thereon at 6% per annum from the 5th day of October, 1928, and costs and attorne's fees as allowed by Section 6719 Oregon Laws as amended by Chapter 342 Laws of Oregon for the year 1921.

JOHN T. BROWN
ROY F. BROWN
Claimants

ENDORSED:
File No. 785
Brown Brothers VS F. L. Brown and the Aetna Casualty and Surety Co.
Filed March 1, 1929, HAL E. HOSS, Secretary of State.

...—22292—6M—8-28

PR134a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Job Name Mitchell-Hay Creek Sluices

Highway Oahoco

County Wheeler Job Prefix 35PF

Date March 2, 1929

Week from Feb 26 to Mar 2

Mail Address Mitchell

Telegraph or Telephone Address "

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

We have made fair progress on this section the past week. It is much warmer the snow is going fast and the frost is leaving the ground. Mr Davis of the B.F.P.E. was over this section this week

RECEIVED
MAR 4 1929
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Asst Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* .....*steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 6.0

Miles completed 3.0

Miles partially done .....

Average daily yardage placed this week 80

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 6 *men,*

..... 1 ..... *teams,* ..... 4 ..... *trucks*

Percentage of total required yardage now in place ..... 1 Shovel 55%

Surfacing will be completed about ..... March 15 1939

Number men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR 134Q

February 28, 1929

The Standard Oil Company of California,
Pacific Building,
Portland, Oregon.

Attention: Mr. F. M. Ewing

Gentlemen:

Replying to your inquiry of the 25th instant concerning final payment to F. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway, wish to say that final payment has not as yet been made. Mr. Brown has a small amount of work on some small bridges yet to complete and, as soon as this is done, no doubt, final payment will be made. We are at this time unable to state when the final estimate will be prepared.

We have in our possession at the present time, as a retained percentage on this project, the sum of $2,333.54.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By W. L. Whitty

HBC:S

H. B. Claiayer
Chief Clerk

#1002
Wheeler Co

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
S. E. NORD
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

February 25, 1929.

F. L. Brown

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

The above contractor is indebted to this company for $1749.95 for Petroleum Products which we furnished him in connection with his contract for construction of the Mitchell-Keys Creek Summit Section of the Ochoco Highway, contract #1002.

Will you please let us know the date this contract was accepted by the State and whether the final estimate has as yet been paid to the contractor? If the final estimate has not yet been paid, we would like to know approximately when payment will be made, if you are in a position to give us that information.

For your convenience in replying, a stamped and addressed envelope is enclosed.

Yours very truly,

ANSWERED
H. B. G.

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By J M Ewing

CDE:LP

Paid to Feb-10-$75,454.40
Retained - $2,333.64
Contractor has small amount of work to finish on small bridges. Contract is practically Complete.

#1100 ~
350F
PR 134-a

Mitchell, Ore. Feb. 18, 1929.

Roy A. Klein, State Highway Engineer,
Salem, Ore.

Dear Sir:

I am in receipt of your information that a claim has been filed against me by Brown Bros. for lumber, in amount of $1851.88.

According to the engineers estimate I owe the Brown Bros. $1140.07 which I have been ready to pay for some time. I am also willing to pay for more lumber than was used in the bridges since I know my carpenters wasted some, but nothing like the unreasonable amount claimed by Brown Bros.

The engineer ordered the lumber, which was hauled spasmodically, and the invoices sent in bundles to my office weeks after the lumber listed on same had been delivered.

The bridge work was delayed all summer and I was caused much extra expense on account of their dilatory deliveries, and I am now compelled to wait for favorable weather before putting on the second coat of paint. This is holding off my final estimate on the job as it is all that remains undone.

Brown Bros. have no ground for a claim, as I am ready to pay all that is due them as soon as they are ready to accept it. I took the older brother to Bend to get Mr. Wanzer's judgement in the matter but it did not help their case -hence their claim is filed.

Respectfully yours,

T. F. B...

REFERRED TO
...
By State Highway Engineer

NOTED
H. B. GLAISYER

7002
350F

PR 134a

February 7, 1929

F. L. Brown,
194. E. 26th St. N.,
Portland, Oregon.

Dear Sir:

This letter is to inform you that there has been filed in this office an affidavit of Ray F. and John E. Brown, being their affidavit of claim against you in the sum of $1651.86 for the furnishing and hauling of lumber in connection with your contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

February 7, 1929

Etna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you, as surety on the bond furnished by F. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway, that we have today received notice of the claim of Roy F. Brown and John T. Brown against F. L. Brown, being for the furnishing and hauling of lumber used in connection with this project, the balance due being $1261.88.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

February 7, 1929

Mr. John T. Brown,
Mitchell, Oregon.

Dear Sir:

In response to your request of the fourth instant we are mailing to you herewith a certified copy of the contract awarded to F. L. Brown for the grading of the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County, state highway contract no. 1002.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

RECEIVED
FEB 6 1929
OREGON
STATE HIGHWAY COMMISSION

SECRETARY OF THE STATE HIGHWAY COMMISSION

SALEM, OREGON

DEAR SIR:-

I, Roy F. Brown and John T. Brown, hereby make application for a certified copy of the contract and bond for the construction of that part of the Ochoco Highway in Wheeler County, Oregon, known as the Mitchell Keyes Creek Section, said contract being with the State Highway Commission of the State of Oregon, and F.L. Brown being the contractor on said work. The number of the contract and the name of the surety on said contract bond being unknown to us at this time.

Roy F Brown
John T. Brown

STATE OF OREGON)
) ss
County of Wheeler)

I, John T. Brown, first being duly sworn depose and say: That I am a member of the partnership firm of Roy F. Brown and John T. Brown, saw mill operators, ner Mitchell in Wheeler County, Oregon. That between October 1, 1927 and October 5, 1928, said firm of Roy F. Brown and John T. Brown furnished lumber, lumber and ~~xxxxxxxxxx~~, including hauling of said lumber ~~and xxxxxxxxxx~~ at the special instance and request of F.L. Brown, which lumber, and materials were used in the prosecution of the work provided for in the contract between the State of Oregon and said F.L. Brown; that the total amount of the lumber so furnished to said contractor was 170497 board feet of lumber delivered by the claimants to said contractor, at the agreed price of $40.oo per thousand making a total of $6819,88, the agreed purchase price of said lumber so sold and delivered. That the said F.L. Brown has made the following payments thereon:

February 7,	1928	$1500
June 19,	1928	900
July 9,	1928	$1238
Aug. 14,	1928	680
Oct. 19	1928	400
Nov. __	1928	250
		4868

That the balance now due Roy F. Brown and John T. Brown from said contractor, for said lumber delivered to said contractor is the sum of $1851.88, no part of which has been paid. That I request you to mail me at Mitchell, Oregon a copy of said contract bond.

John T. Brown

Subscribed and sworn to before me this 4th day of February, 1929

Earl Hendricks
Notary Public for Oregon
MY Commission expires Sep. 4, 1929

ANSWERED
H. B. G.

#1082
33 PF

PR 134 a

February 6, 1929

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: K. V. Lively

Gentlemen:

Receipt is acknowledged of your letter of yesterday with reference to the F. L. Brown contract No. 1002 - Mitchell-Keyes Creek Summit Section in Wheeler County.

Please be advised that to date the contractor has been paid $73,661.40. The retained percentage is $2,278.19. Final figures are now being checked in this office on this contract and final payment will be made in the near future. We will advise you of the total amount of the contract ten days before the final payment is made.

The amount of the semi-final payment of which you were advised on February 2nd is $4,536.31.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PAUL C. BATES K.V. LIVELY W.E. PEARSON

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

February 5, 1929

Roy A Klein
State Highway Engineer
Salem, Oregon.

Re: Contract No.1002 Mitchell-Keyes Creek
Summitt Section.

Dear Sir:

We beg to acknowledge receipt of yours of 2nd inst. advising us that you will make the semi-final payment to the contractor F. L. Brown on or before February 11th.

We would appreciate your advising us what this semi-final estimate amounts to, and if the final estimate has been made, the total of it, as well as the total amount of the contract.

Very truly yours,

BATES, LIVELY & PEARSON

By K V Lively

KVL:EE

Pd to date $73,661.40
Ret. 82.278.19
S.F. = $4,536.31

#1002

~~36RF~~

PR134a

RECEIVED
OCT 29 1928
STATE OREGON HIGHWAY

Mitchell, Ore. Oct. 26, 1928.

Mr. Roy A. Klein, State Highway Engineer,
Salem, Ore.

Dear Sir,

Replying to your letter received yesterday concerning claim of F.E.Tomfohr: Affidavit or not, his claim is groundless. He signed monthly pay rolls and accepted his final payment at a rate that had been agreed upon before he began work on the bridges on this job.

His work was very unsatisfactory and not worth what I paid him, but I had agreed to it. Mr.Peck, the engineer, will vouch for this statement.

Mr.Tomfohr took the matter up with an attorney in Redmond who investigated and then told us that he had no case . Evidently Prineville attorneys refused to have anything to do with it. His account with me has bas been well paid. He is carrying his bluff a long way, but is absolutely unable to prove his claim.

Very truly,

W. L. Brown

#1002

NOTED
CLAIMYER

#1082

350'E

PR1349

October 25,1928

The Aetna Casualty & Surety Company.
Bates, Lively & Pearson, Agents.
Yeon Building.
Portland, Oregon.

Gentlemen:

This is to inform you as surety on the bond furnished by F. L. Brown in connection with his contract for the grading of the Mitchell-Dayer Grade-Summit Section, that we have received from O. B. Russell, Attorney of Portland, an affidavit of the claim of Frank D. Sanford, being in the sum of $225.00 for services rendered Mr. Brown in connection with the above mentioned contract.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. A. Quisenberry
Chief Clerk

EAQ:AJ

October 23,1928

Mr. F. L. Brown,
Mitchell, Oregon.

Dear Sir:

This is to advise you that we have today received the affidavit of claim of Frank E. Tomfohr against you in the sum of $225.00, being balance due for services rendered you in connection with your contract for the grading of the Mitchell-Hayes Creek-Summit Section.

Will you please give this your attention.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. E. Gheinyer
Chief Clerk

HEG:JS

October 23, 1928

Mr. C. B. Purcell, Atty.,
515 Stock Exchange Bldg.,
Portland, Oregon.

Dear Sir:

This will acknowledge receipt of copy of notice of claim of Frank H. Towner in the sum of $225.00 against F. L. Brown, being for services rendered in connection with Mr. Brown's contract for the grading of the Mitchell-Kayes Creek-Summit Section of the Ochoco Highway in Wasco County.

This matter is today being called to the attention of the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. A. Glaisyer
Chief Clerk

HAG:JS

C. D. PURCELL
ATTORNEY AT LAW
513 Stock Exchange Building,
Portland, Oregon October 19th, 1928.

Mr F. L. Brown,
Mitchell, Oregon.
Aetna Casualty Surety Co.,
312 Yeon Building,
Portland, Oregon.
State Highway Commission,
Salem, Oregon.

Dear Sirs:

You and each of you will please take notice that Mr Frank E. Tomfohr claims a balance due him from Mr F. L. Brown, contractor on State Highway project and contract Acroco Key, State Highway, State of Oregon. for work and labor done and performed for said contractor between the dates February 2nd, 1928 and July 2nd, 1928, being a total time of 100 days at the salary or wages of $10.00 per day and board furnished in addition to the $10.00 per day making a total earned in the sum of $1,000.00 and upon which there has been paid the sum of $775.00 leaving a balance due, owing, payable and unpaid in the sum of $225.00, in accordance withverified claim presented below.

Yours truly,

Frank E Tomfohr
C. D. Purcell
Attorney for claimant

Portland, Oregon,
October 19th, 1928.

Mr F. L. Brown, Contractor,
In account with Frank E. Tomfohr.

	Debit	Credit.
To work and labor performed for F. L. Brown on State Highway Contract of the State of Oregon, Between the dates February 2nd, 1928 and July 2nd, 1928, a total of 100 days at the rate of $10.00 per day and board,		
100 days at $10.00 per day	$1,000.00	
Total amount paid on account,		$775.00
Balance,		225.00
	$1,000.00	$1,000.00
1928 October 19th, Balance due,	$ 225.00	

State of Oregon) SS.
County of Multnomah)

I, Frank E. Tomfohr, being first duly sworn on oath, depose and say, that the foregoing account is true and correct as I verily believe.

Frank E Tomfohr

Subscribed and sworn to before me this 19th day of October 1928.

C. D. Purcell

Notary public for Oregon.

My commission expires April 30, 1932

[illegible] Building,
Portland, Oregon.
State Highway Commission,
Salem, Oregon.

Dear Sirs:

You and each of you will please take notice that Mr Frank E. Tomfohr claims a balance due him from Mr F. L. Brown, contractor on State Highway project and contract Echoca Key State Highway, State of Oregon. for work and labor done and performed for said contractor between the dates February 2nd, 1928 and July 2nd, 1928, being a total time of 100 days at the salary or wages of $10.00 per day and board furnished in addition to the $10.00 per day making a total earned in the sum of $1,000.00 and upon which there has been paid the sum of $775.00 leaving a balance due, owing, payable and unpaid in the sum of $225.00, in accordance withverified claim presented below.

Yours truly,

Frank E Tomfohr
C. D. Purcell
Attorney for claimant

Portland, Oregon,
October 19th, 1928.

Mr F. L. Brown, Contractor,
In account with Frank E. Tomfohr.

	Debit	Credit.
To work and labor performed for F. L. Brown on State Highway Contract of the State of Oregon, Between the dates February 2nd, 1928 and July 2nd, 1928, a total of 100 days at the rate of $10.00 per day and board,		
100 days at $10.00 per day	$1,000.00	
Total amount paid on account,		$775.00
Balance,		225.00
	$1,000.00	$1,000.00
1928 October 19th, Balance due,	$ 225.00	

State of Oregon) SS.
County of Multnomah)

I, Frank E. Tomfohr, being first duly sworn on oath, depose and say, that the foregoing account is true and correct as I verily believe.

Frank E Tomfohr

Subscribed and sworn to before me this 19th day of October 1928.

C. D. Purcell

Notary public for Oregon.

My commission expires April 20, 1932.

#1032

ANSWERED
H. B. G.

7510

PR 134a

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.,

Oct. 10, 1928

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Chief Clerk

Re: F. L. Brown

Dear Sir:

We acknowledge your letter of October 9, and note that your retained percentage at this time is about $2000.00 short of the amount sufficient to take care of these claims We take it from your letter that the sum of $5075.85 which you mentioned in your letter of October 4, has already been paid to Mr. Brown.

We expect to hear from our Home Office shortly on this matter at which time they will probably suggest some method of disbursing the funds in your hands belonging to Brown.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mauty

CVM vt

PR 134a

October 4, 1938

Aetna Casualty & Surety Co.,
Bates, Lively & Pearsom, Gen'l Agents,
Yeon Building,
Portland, Ore.

Attention: Carl V. Mentz

Gentlemen:

Replying to your inquiry of the 2rd instant concerning the status of the contract awarded to V. L. Brown for the construction of the [redacted]-Keyes Creek Summit Section of the Ochoco Highway, wish to say that there has been earned on this contract the sum of $63,947.89. There has been paid to Mr. Brown the sum of $58,322.89, less a sum of $5,075.85 which is in the course of payment at the present time, the warrant for which we expect to mail to Mr. Brown within the next two or three days. Our retained percentage is $5,625.00.

The latest available information indicates that this work was practically 84% complete on September 10th and should be nearly finished at this time.

Relative to claims against this contract will say that we have knowledge of the following: Reall Pipe and Tank Corporation, materials furnished in the sum of $3,000.00. Pudget Sound and Alaska Powder Company, materials furnished in the sum of $4,501.98.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
GENERAL AGENTS
YEON BUILDING
GEORGE A. MERCER, ADJUSTER

PORTLAND, ORE.,

October 3, 1928

Oregon State Highway Commission
State House
Salem, Oregon

Att'n: H. B. Glaisyer, Chief Clerk

Re: Contract No. 1002 Mitchell-Keyes
Creek-Summit Section, Ochocco Highway

Gentlemen:

Will you kindly advise us of the present status of this work particularly as to claims that have been filed against the contract and the amount of funds in your hands now due or to become due the contractor. We would also like to know if the work has been completed.

Yours very truly,

George A. Mercer, Adjuster

CVM/d

By Carl V. Mantz

ANSWERED
H. B. G.

#1002
36CF

PR 134a

September 25,1928

Reall Pipe & Tank Corporation
Portland, Oregon.

Gentlemen:

Mr. C. W. Wanner, our Division Engineer at Bend, has sent us a copy of your letter of the 17th inst. addressed to him making certain inquiries concerning F. L. Brown, highway contractor. Mr. Wanner has requested us to furnish you with the name of the surety on the bond furnished by Mr. Brown in connection with his contract for the grading of the Mitchell-Hayes Creek-Summit Section of the Ochoco Highway, which is undoubtedly the project for which you furnished culvert pipe.

Our records show that this bond was written by the Aetna Casualty & Surety Company, Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

M. B. Claisyer,
Chief Clerk

RBC:MB
cc. C. W. Wanner

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
H. B. VAN DUZER, Portland, Chairman
C. E. CV[illegible]
R[illegible]

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Sept. 24, 1928.

Beall Pipe & Tank Corporation
Portland, Oregon

Gentlemen:

In reply to your letter of Sept 17th, enquiring about status of contractor F. L. Brown wish to state that this job has been proceeding very slowly but he expects to have it completed on or about October 1st.

I am referring your letter to Mr. Klein, at Salem, who will advise you as to who his bondsmen are.

Very truly yours,

C. W. Wanzer
Division Engineer

By H. H. Hackett
Div. Office Engineer

HHH:I
c.c. R. A. Klein

#100 ✓
Grad
Mitchell-Kayser Co. Summit
Ordered
Bid Date
Contract Awarded

Portland, Oregon
Sept. 17, 1928

COPY

Mr. C. W. Wanzer
State Highway Department
Bend, Oregon

Dear Sir:

Mr. F. L. Brown owes us $3000.00 or more on culvert that we furnished him on a State Road that we believe he is building under your supervision.

This amount has been running for many, many months. We would appreciate it if you would write us in confidence what progress he is making with the work and who his Bondsmen are on this job.

If you will do this, we will appreciate it very much indeed.

Yours very truly,

BEALL PIPE & TANK CORPORATION

JSBeall
SM

(Signed) J. S. Beall
President

PR 1340

September 19, 1928.

Mr. F. L. Brown,
Mitchell, Oregon.

Dear Sir:

Your request for an extension of time on contract No. 1008, grading Mitchell-Hayes Creek Summit Section of the Ochoco Highway, was presented to the members of the Highway Commission at their August meeting. The Engineer recommended that the extension of time requested to October 1 be granted without penalty, and this recommendation was approved by the Commission.

However, for any extensions beyond the date of October 1, I will recommend that the contractor be penalized to the extent of the engineering costs on this work. Ample time was given to finish this job by the completion date, July 31, 1928, but the job has been dragged out so that I feel that any extension beyond October 1 should be paid for by the contractor.

Very truly yours,

State Highway Engineer.

MAK:MI

cc O. W. Wanner

#1012
358E
PR 134a

August 8, 1928

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have for acknowledgment your letter of the 7th inst. regarding extension of time requested by Mr. F. L. Brown in connection with his contract for the grading of the Mitchell-Keyes Creek Section of the Cahoos Highway.

Our records show that we received the application from Mr. Brown for this extension on July 30th accompanied by recommendation of our Division Engineer, Mr. Wanzer. Mr. Brown requested an extension to October 1st and this extension was recommended by the Division Engineer and we have no reason to doubt but what the State Highway Commission will approve the extension as recommended.

We received a letter from you on August 4th signed by H. L. Little in which it is stated that you had received a request from Mr. Brown for the consent of the surety company to this extension of time. Evidently this letter was overlooked at the time you dictated your letter of the 7th.

Our practice in connection with the granting of extensions of time is to withhold the presentation of the matter to the Highway Commission until formal request has been made by the contractor accompanied by the consent of the surety on his bond.

With this information we presume that you will have no hesitancy in approving the extension as requested. If we can receive this some time this week the matter will be presented to the State Highway Commission at their next meeting on August 14th for action.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk

HBG:JS

K.V. LIVELY W.E. PEARSON

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

August 7, 1928

Oregon State Highway Commission,
Salem, Oregon

In Re: F. D. Brown, Contract 1002

Gentlemen:

We beg to acknowledge receipt of yours of the 6th instant enclosing copy of Mr. Brown's letter to Mr. Wanzer.

We have received no request for this extension nor do we understand from your letter that you are willing to consent to this extension of time. We do know, however, that Mr. Brown has been pushing this work, doing everything possible to carry it to completion and we see no objection to making consent to this extension if it is agreeable to the Highway Commission.

RECEIVED
AUG 8 1928
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

BATES, LIVELY & PEARSON

By K V Lively

KVL:BVS

ANSWERED
H. B. G.

August 6, 1928

Bates, Lively & Pengree,
Yeon Building,
Portland, Oregon.

Attention: M. L. Little.

Gentlemen:

In response to your letter of August 3rd relative to extension of time on F. L. Brown contract No. 1002 we are handing you herewith a copy of Mr. Brown's request.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

M. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

K.V. LIVELY W.E. PEARSON

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

August 3, 1928

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

In Re: Contract No. 1002, F. L. Brown, Contractor

Dear Sir:

We are just in receipt of a request from the above contractor for a consent to an extention of time under the above contract. The consent to be mailed direct to you. However, he has not advised us the length of time the extension is to be for and inasmuch as you have, no doubt, received a request for this through District Engineer C. W. Wanzer, we would appreciate it if you would advise us the time that the extension is to be for and we will be pleased to send you our consent to same.

Very truly yours,

BATES, LIVELY & PEARSON

By M. L. Little

MLL:BVS

#1002
36 PF
PR 134A
not 35 PF

January 28, 1928

Mr. Lee R. Kelley,
Grants Pass, Oregon.

Dear Sir:

In response to your inquiry of yesterday we wish to advise that the grading work between Mitchell and Daville which is known as the Mitchell-Keyes Creek Summit Section was let to F. L. Brown whos address is 194 E. 24th Street North, Portland, Oregon.

We are unable to advise you as to whether the work is going on just at this time on this contract on account of weather conditions in this part of the state but if not the contractor will start soon. The completion date of the contract is July 31st, 1928.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

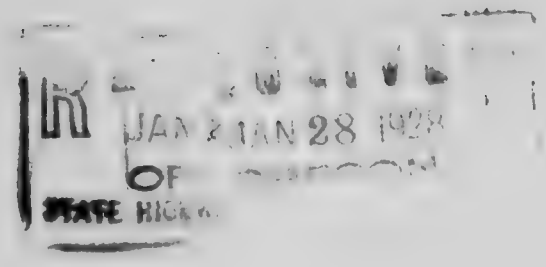
Grants Pass, Ore.
Jan. 27th 1928

State Highway Engineer,
Salem. Ore.

Dear Sir.

I understand the piece of road from Dayville to Mitchell was let last fall. If so please let me know who got the contract and are they working on it now.

Thanking you in advance
I am yours truely
Lee L. Kelly
West B. St.,
Grants Pass,
Ore.



UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

1PR 134-A

January 25, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 134-A, Mitchell-Keyes Creek Summit section of the Ochoco Highway in Wheeler county. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By L Stanfield
Assoc. Highway Engineer.

Noted Jan 27

A4Pr 2977

Form P. R. 2

State Oregon

Project No. 134, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5618

Form P. R. 9

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of December, 1927
by and between the State Highway Commission of Oregon
, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 30th day of July, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 27th day of September, 1927, and approved by the Secretary on the 31st day of December, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of forty-seven thousand, one hundred forty-three and 80/100 dollars ($47,143.80) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ... Chap. 175, Laws of 1917, Chap. 81, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 1+00 in the town of Mitchell, and survey station 396+50 east of Keyes Creek Summit in the S.W.¼ of Sec. 1, T.12 S., R. 22 E., W.M., terminal points, a distance of 7.329 miles, known locally as the Ochoco Highway between Mitchell and Dayville, Wheeler County, being Section A of Oregon Federal Aid Project No. 134, consisting of 7.329 miles of road and 6 bridges of more than 20 ft. clear span 0.07 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $68,494.80, Federal Aid $41,096.88; six bridges of more than 20 ft. clear span, approved estimate $10,078.20, Federal Aid $6,046.92.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(e) The Highway Department hereby agrees that, within two years after the completion of the improvement contemplated under this agreement, it will reconstruct the bridge across Bridge Creek at station 20+20, in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or his authorized agents.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of **forty-seven thousand, one hundred forty-three and 80/100**

dollars, certified to the Secretary of the Treasury as above mentioned, being not more than **62.25** per cent of **seventy-eight thousand, five hundred seventy-three and 00/100**

Section A of
dollars, the approved total estimated cost of said project.

(*a*) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $68,494.80, Federal Aid $41,096.88; six bridges of more than 20 ft. clear span, approved estimate $10,078.20, Federal Aid $6,046.92.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(e) The Highway Department hereby agrees that, within two years after the completion of the improvement contemplated under this agreement, it will reconstruct the bridge across Bridge Creek at station 20+20, in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or his authorized agents.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of forty-seven thousand, one hundred forty-three and 80/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of seventy-eight thousand, five hundred seventy-three and 00/100 dollars, the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ~~STRICKEN OUT~~

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

EXECUTE AGREEMENTS SEE PROJECT NO. 117

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

* (Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 31st day of December, 1927

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H Braus Rugen
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robt W Sawyer
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

P. W. Dunlap
Acting Secretary of Agriculture.

9—5518

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 1+00 in the town of Mitchell, and survey station 396+50 east of Keyes Creek Summit in the S.W.¼ of Sec. 1, T. 12 S., R. 22 E., W.M.,

locally known as the Ochoco Highway between Mitchell and Dayville, Wheeler County,

and designated in the records of this Department as Section A of Project No. 134, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $78,575.00 as the total estimated cost of said Section A of project, and the sum of $47,143.80 as the share of the United States, payable under said acts on account of such Section A of project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 31st day of December one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4000

PR124A

January 7th, 1928.

Mr. F. L. Brown,
Mitchell, Oregon.

Dear Sir:

We have yours of the 6th inst. advising of your change of address and requesting information as to the whereabouts of the warrant in payment of estimate No. 1 of your contract for the Mitchell-Keyes Creek Summit Section, grading.

In reply wish to say that investigation of our records show that the warrant was mailed to you at Mitchell on January 5th and should be in your hands at this time. The amount of this warrant was $9,012.36.

We shall endeavor to comply with your request for addressing you at Mitchell hereafter.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JS

Whitehall, Mont. Jan. 6, 1927.

Sale of [illegible]

Dear Sir. Since much of my mail has been sent to my former address, and I have not yet received my check for the first estimate on my Whitehall - Norris Co. Summit Sec. I am wondering if that might account for the delay. I am personally superintending the work here and should have advised you of my change of address.

Very tr

W. F. Brown

This estimate is based upon the quantities of the revised plans.

Very truly yours,

ROY A. KLEIS
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by S. H. Probert/AP

Encl.

November 15, 1927.

PR 154-A

Mr. C. E. Purcell,
District Engineer,
Bureau of Public Roads,
Box 2900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate for project agreement on the Mitchell-Keyes Creek Summit Section, Oregon Project 154-A.

This estimate is based upon the quantities of the revised plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. E. Probert
Office Engineer

Dict by J. W. DeBouza/AP

Encl.

November 15, 1927.

FR 154-A

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 2000
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate for project agreement on the Mitchell-Keyes Creek Summit Section, Oregon Project 154-A.

This estimate is based upon the quantities of the revised plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. H. DeCouza/AP

Encl.

Oregon State Highway Department — Project No. 134-A

MITCHELL-KYLES CREEK SUMMIT SECTION OF THE OCHOCO HIGHWAY

IN CROOK COUNTY

(Estimate as basis for project agreement. Based on contract prices and revised plans.)

Salem, Oregon, November 15, 1927.

Grading:

All Required	Clearing and Grubbing		$ 50.00
40,000 cu.yds	Common Excavation	.27	10,800.00
30,000 cu.yds	Intermediate Excavation	.40	12,000.00
58,000 cu.yds	Solid Rock Excavation	.60	34,800.00
40,000 yd.sta	Overhaul	.02	800.00
700 lin.ft	12" Corr. Galv. Iron Pipe	1.25	875.00
650 lin.ft	18" Corr. Galv. Iron Pipe	1.75	1,137.50
100 lin.ft	24" Corr. Galv. Iron Pipe	3.275	327.50
100 lin.ft	36" Corr. Galv. Iron Pipe	5.00	500.00
18 M-FBM	Lumber and Timber (Sta. 107+180)	60.00	1,080.00
330 lin.ft	Timber Piling (Sta. 107+180)	.60	198.00
	Sub-total		$ 62,268.00
	10% Engr. & Cont.		6,226.80
	Total		$ 68,494.80

Length, excluding 20' bridges, 7.355 Miles
Cost per mile $9,326.00

State Funds Available	$27,397.92	
Federal Aid Requested	41,096.88	(60%)
	$68,494.80	

Bridges over 20' Span (Grading Contract)

Station 1 - 5-19' Spans

33 M-FBM	Lumber and Timber	$60.00	$1,980.00
420 lin.ft	Piling	.60	252.00

Station 38 - 3-19' Spans

21 M-FBM	Lumber and Timber	60.00	1,260.00
360 lin.ft	Piling	.60	216.00

Station 64 - 3-19' Spans

21 M-FBM	Lumber and Timber	60.00	1,260.00
320 lin.ft	Piling	.60	192.00

Station 75 - 4-19' Spans

27 M-FBM	Lumber and Timber	100.00	$1,620.00
400 lin.ft	Piling	.80	320.00

Station 121 - 2-19' Spans

15 M-FBM	Lumber & Timber	60.00	900.00
250 lin.ft	Piling	.60	150.00

Station 210 - 2-19' Spans

15 M-FBM	Lumber and Timber	60.00	900.00
250 lin.ft	Piling	.68	168.00

Sub-total	$ 9,168.00
10% Engr. & Cont.	916.20
Total	$ 10,078.20

Length of Bridges 0.038 mile

State Funds Available	$4,031.28	
Federal Aid Requested	6,046.92	(60%)
	$10,078.20	

S U M M A R Y

	Length	Total Cost	State Funds	Govt. Funds
Grading	7.336 mi.	$ 68,494.80	$ 27,397.92	$ 40,096.88 (60%)
Bridges	0.068	10,078.20	4,031.28	6,046.92 (60%)
	7.404	$ 78,573.00	$ 31,429.20	$ 47,143.80 (60%)

PR134-A

November 18, 1927.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the Mitchell-Keyes Creek Summit Section, Oregon Project 134-A.

This estimate has been revised from the one previously sent to you in accordance with the changes which have been made in the plans.

Four blue print sets of revised plans are being sent to you under separate cover. As we have held up the contract for some time now, we would greatly appreciate having you advise us as soon as possible of the approval of the plans in order that the contract may be definitely awarded to the contractor, and that we may not lose the advantage of the exceptionally good prices which were bid for the work.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP
Encl.

Oregon State Highway Department — Project No. 184 - A

MITCHELL-KEYES CREEK SUMMIT SECTION OF THE OCHOCO HIGHWAY

IN WHEELER COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, November 10, 1927.

GRADING:

All Required	Clearing and Grubbing		$ 500.00
40,000 cu.yds	Common Excavation	.30	12,000.00
30,000 cu.yds	Intermediate Excavation	.55	16,500.00
30,000 cu.yds	Solid Rock Excavation	1.50	45,000.00
40,000 sta.yds	Overhaul	.05	2,000.00
700 lin.ft	12" Corr. Galv. Iron Pipe	1.75	1,225.00
650 lin.ft	18" Corr. Galv. Iron Pipe	2.75	1,787.50
100 lin.ft	24" Corr. Galv. Iron Pipe	3.75	375.00
160 lin.ft	36" Corr. Galv. Iron Pipe	7.50	1,200.00
18 M-FBM	Lumber & Timber (Stas. 107 and 179)	65.00	1,170.00
330 lin.ft	Timber Piling (Sta. 107 and 179)	.90	297.00
			$81,554.50
		10% Engr. & Cont	8,265.45
Length, excluding 20' Pm. 7.336 Mi.		Total	$90,319.95
Cost per Mile $12,393.66			

State Funds Available	$ 36,367.98
Federal Aid Requested	54,551.97 (60%)
	$ 90,919.95

Bridges over 20':

33 M-FBM	Lumber & Timber	$ 65.00	$ 2,145.00
420 lin.ft	Piling	.90	378.00

Station 38: 3-19' Spans

21 M-FBM	Lumber & Timber	65.00	1,365.00
360 lin.ft	Piling	.90	324.00

Station 54: 3-19' Spans

21 M-FBM	Lumber & Timber	65.00	1,365.00
320 lin.ft	Piling	.90	288.00

Station 73: 4-19' Spans

27 M-FBM	Lumber and Timber	65.00	1,755.00
460 lin.ft	Piling	.90	414.00

Station 121: 2-19' Spans

16 M-FBM	Lumber & Timber	$65.00	$ 975.00
250 lin.ft	Piling	.90	207.00

Station 210: 2-19' Spans

16 M-FBM	Lumber & Timber	65.00	975.00
280 lin.ft	Piling	.90	282.00

Sub-total	$10,443.00
10% Engr. & Cont	1,044.30
Total	$11,487.30

Length of Bridges 0.068 Miles

State Funds Available	$ 4,894.92
Federal Aid Requested	6,592.38
	$ 11,487.30

SUMMARY

	Length	Total	State Funds	Federal Funds	
Grading	7.336	$90,919.95	$ 36,067.98	$ 54,851.97	(30%)
Bridges	0.068	11,487.30	4,894.92	6,592.38	(30%)
	7.404	$102,407.25	$ 40,962.90	$ 61,444.35	(60%)

State Funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920

State funds for Maintenance - Res. August 17, 1917; Chapter 257, Laws 1917

FORM S-C-1 S-6070 1000 9-27

COMMISSIONERS
H. S. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR 134A

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR* 134-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

October 27, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

ATTENTION: S. H. Probert.

Dear Sir:-

I am in receipt today from Resident Engineer J. E. Peck, of the field data in connection with the changes of grade and alignment of the Mitchell-Keys Creek Section. I have sent them on to you by express and you should receive them not later than tomorrow.

The package contains the following data:

- 1-100' Scale map showing revision in red.
- 1-Profile Print, with revision of quantities, grade line and ground line shown in red.
- 1 Roll platted cross sections, revisions (where off original line)
- 1 Roll mass diagrams
- 2 Rolls original platted cross-sections, showing revised center line and grade where revisions are slight.
- 1 Pad original computation sheets.
- 1 Pad Revised computation sheets.
- 1 Pad Lats and Deps for Revision.

Mr. Peck overlooked the hard paper profile and he is sending that to you tonight. However, all of the changes made are shown in red on the blue print copy enclosed within the package. New right-of-way descriptions are being prepared and will be submitted to the Wheeler County Court within a day or two.

Should there be anything in connection with the notes, etc., that are not clear to you, please advise.

Yours very truly,

C. W. Wanzer,

Division Engineer.

By H R Hackett

HNH:MS

PR 134A

FORM S-C-1 S-6070 1000 9-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR # 134-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

October 26, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

ATTENTION: S. H. Probert.

Dear Sir:-

Referring to your letter of the 20th in regard to revised plans of the Mitchell-Keyes Creek project, to be submitted to the Bureau of Public Roads, please be advised that I was at Mitchell yesterday.

Mr. Peck has completed the revisions and is working up the details and will probably bring the same to me tomorrow. Upon receipt of the data, I will immediately forward the same to you. The alignment has been benefited, reducing some heavy curvatures, materially and practically, not increasing the cost much. The County Court (through Mr. Cole, County Commissioner) has been notified of the proposed changes, who in turn has notified the District Attorney and new right-of-way descriptions are being prepared in accord to the revised alignment and will be gien to the County Court within a day or two.

The Contractor, Brown, is preparing to start work as soon as his shovel arrives on the ground. Shovel is now (last night) at the Summit of the Ochoco. It will take three or four days more to get the same to Mitchell.

Yours very truly,

C. W. Wanzer,

Division Engineer.

CWW/MS

PR
134-A

October 25, 1927.

Mr. F. L. Brown,
Highway Contractor,
Eagleville, Oregon.

Dear Sir:

On October 24, we telegraphed to you as follows:

"YOUR BID FOR GRADING MITCHELL [illegible] CREEK SECTION WAS MADE SUBJECT TO ACCEPTANCE BEFORE OCTOBER TWENTY-SEVENTH STOP OWING TO MATTERS CONNECTED WITH APPROVAL OF PROJECT FOR FEDERAL AID THE HIGHWAY COMMISSION MAY NOT BE ABLE TO AWARD CONTRACT BEFORE THAT DATE STOP WIRE US COLLECT WHETHER OR NOT YOU WILL EXTEND TIME FOR ACCEPTANCE OF BID TO NOVEMBER FIFTEENTH"

On the same date we received from you the following reply:

"I WILL ACCEPT AN EXTENSION OF TIME YOUR LETTER TWENTY-FIRST"

This letter is written to confirm the above telegrams, and to inform you that it is now our understanding that the bid which was submitted by you on September 27 for the grading of the Mitchell-Keyes Creek Section of the Ochoco Highway is open for acceptance until November 15, 1927.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AF

CC Mr. C. W. Hanser

PR
134-A

WESTERN UNION

October 25, 1927.

Mr. F. L. Brown,
Highway Contractor,
Eagleville, Oregon.

Dear Sir:

On October 24, we telegraphed to you as follows:

"YOUR BID FOR GRADING MITCHELL [illegible] CREEK SECTION WAS MADE SUBJECT TO ACCEPTANCE BEFORE OCTOBER TWENTY-SEVENTH STOP OWING TO MATTERS CONNECTED WITH APPROVAL OF PROJECT FOR FEDERAL AID THE HIGHWAY COMMISSION MAY NOT BE ABLE TO AWARD CONTRACT BEFORE THAT DATE STOP WIRE US COLLECT WHETHER OR NOT YOU WILL EXTEND TIME FOR ACCEPTANCE OF BID TO NOVEMBER FIFTEENTH"

On the same date we received from you the following reply:

"I WILL ACCEPT AN EXTENSION OF TIME YOUR LETTER TWENTY-FIRST"

This letter is written to confirm the above telegrams, and to inform you that it is now our understanding that the bid which was submitted by you on September 27 for the grading of the Mitchell-Keyes Creek Section of the Ochoco Highway is open for acceptance until November 15, 1927.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. C. H. Warner

Form 1206

SERVICE

This is a full-rate Telegram or Cablegram unless its character is indicated by a symbol in the check or in the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

SYMBOLS	
BLUE	Day Letter
NITE	Night Message
NL	Night Letter
LCO	Deferred
CLT	Cable Letter
WLT	Week End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon
Telephone 61

101PRJH 12 COLLECT

EAST MAUPIN ORE 225PM OCT 24 1927

STATE HIGHWAY COMM

Chg

SALEM ORG

I WILL ACCEPT AN EXTESION OF TIME YOUR LETTER TWENTY FIRST

F L BROWN

319PM

OREGON STATE HIGHWAY COMMISSION

PACIFIC TELEGRAM

Salem, Oregon
October 24, 1927

F. L. BROWN
% F. L. Brown Construction Camp,
Umapine, Oregon

YOUR BID FOR GRADING MITCHELL KEYES CREEK SECTION WAS MADE SUBJECT TO ACCEPTANCE BEFORE OCTOBER TWENTY-SEVENTH STOP OWING TO MATTERS CONNECTED WITH APPROVAL OF PROJECT FOR FEDERAL AID THE HIGHWAY COMMISSION MAY NOT BE ABLE TO AWARD CONTRACT BEFORE THAT DATE STOP WIRE US COLLECT WHETHER OR NOT YOU WILL EXTEND TIME FOR ACCEPTANCE OF BID TO NOVEMBER FIFTEENTH

OREGON STATE HIGHWAY COMMISSION

October 21, 1927.

PR

Mr. C. H. Purcell,
District Engineer
Bureau of Public Roads
Box 2060
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate of cost to accompany the plans on the Barret Creek Bridge, Oregon Federal Aid Project No. 132-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

Encl.

Dict by J. W. DeCuir/AP

Oregon State Highway Department — Project No. 158-A

PARROT CREEK BRIDGE ON THE PACIFIC HIGHWAY

IN CLACKAMAS COUNTY

(Estimate with plans. Not as basis for project agreements.)

Salem, Oregon, October 21, 1927.

850	cu.yds	Excavation	$ 3.00	$ 2,550.00
90	cu.yds	Excavation below plans	5.00	450.00
640	cu.yds	Class "A" Concrete	24.00	15,360.00
220	cu.yds	Class "D" Concrete	26.00	5,720.00
180,000	lbs	Metal Reinforcement	.055	9,900.00
500	lin.ft	Concrete Handrail	4.50	2,250.00
All Required		Remove old bridge and and maintain traffic		1,500.00
		Sub-total		$37,730.00
		10% Engr. & Cont.		3,773.00
		Total		41,503.00

Length of Project 242.0 feet = 0.04583 Mi.

Cost per Mile $905,585.86

State Funds Available $ 16,601.20

Federal Aid Requested 24,901.80 (60%)

$ 41,503.00

State Funds for Construction - Chapter 175, Laws 1917; Chapter 81, Laws 1920

State Funds for Maintenance - Res. August 17, 1917; Chapter 257, Laws 1917

Form No. 89—22292—6M—8-28

PR 134A

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 22, 1927

Job Name Steelhead Creek Bridge

Week from 17 to 22

Mail Address Mitchell

Highway Central

Telegraph or Telephone Address

County Wheeler Job Prefix 35 PF

Express and Freight Address NONE

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. Davis at the Bureau of
Pile Driving was over line on Tuesday
Oct 18th. We made line change Sta 199
to 220, placed an 8° curve in place of curve.
Sta 208 to 212 placed a 24° curve in
place of 44° curve, spent a good part of
time this week in office on notes on
revisions. Made soundings at all
Bridge sites to determine length of
piling. Made bill of material for
each bridge site. Mr Brown the
Contractor was here on Monday 17th
and expected to unload his shovel
from the Rail Road car at Prineville
the same day.
Re-quested 10 days
as the time if would take him to reach
the job from Prineville

(See back of this sheet for instructions and detailed information.)

Signed [signature]

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR 1347

October 20, 1927.

Mr. U. W. Hunter,
Division Engineer,
State Highway Department
Bend, Oregon.

Dear Sir:

This is to remind you that we can not complete the contract for the grading of the Mitchell-Hayes Creek Summit Section until the revised plans for this project have been approved by the Bureau of Public Roads, and that this approval can not be obtained until we arrange to prepare and submit the revised federal aid plans. Please therefore do everything possible to expedite the submission of the necessary field information.

We presume that you will want also to furnish the county court with revised right of way descriptions so that the rights of way obtained will be in accord with the revised alignment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP

CC Mr. J. E. Peck

Form No. 39—22292—6M—8-23

PR 134A

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct-15-, 1927

Job Name Mitchell to Ochoco Summit

Week from 10 to 15

Mail Address Mitchell

Highway Ochoco

Telegraph or Telephone Address

County Wheeler Job Prefix 2 ex 1c

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Sta 28 to 31 placed 9° in place 12°. Sta 36 to 45 placed 14° in place 16°. Eliminated 4° placed 22° in place 23° 46'. Sta 102 to 107 placed 28° in place 30°. Sta 121 to 125 Reverse tang 5' Right. Sta 125 to 127 placed 28° in place 32°. Sta 128 to 132 placed 12° in placed 16° and 5° 45'. Sta 133 to 135 placed 28° in place 32°. Sta 141 to 147 placed 6° in place 8°. Placed 12° in place 16°. Sta 150 to 152 placed 32° instead 40°. Sta 221 to 223 placed 28° in place 40°. To 223 E 230 moved 1' inc 4' R. Sta 225 to 228 placed 28° in place 24° Sta 223 to 224 placed 28° in place 40°. Sta 251 to 256 moved tang 5' L. Sta 257 to 262 moved tang 2' L. Sta 262 to 264 placed 16° in place 32°. Sta 265 to 268 placed 14° in place 16°. Sta 271+50 Rad tang to 274+ placed 8° C.C. eliminated 32° Sta 274 to 276. Sta 276 to 279 placed 16° in place 28°. Sta 302 to 308 placed 28° 28° instead 32° and 20°. Sta 318 & 328 cut out 4° 318 to 321 placed 8° and 12° in place 28° and 20°. Sta 333 & 336 placed 28° in place 40°. Sta 345 to 351 placed 24° instead 40° and 56°. Sta 355 & 358 placed 28° in place 40°. Sta 356 to 361 placed 28° in place 56°. Sta 365 to 368 placed 44° in place 56°

(See back of this sheet for instructions and detailed information.)

Signed J E Beck

Title Asst Engr

Judge Sawyer State Hy Comm and Mr Klein State Hy Engr were here on Sunday Oct 9th.

NOTED

C. W. WANZER

Form No. 39—22292—6...

PR 1349

OREG... STATE HIGHWAY DEPARTME...

GRADING CONS...TION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ...steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Form No. 39—22292—6...

PR 134 A

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct 3, 1927

Job Name Willamette Summit

Week from 3 to 8

Mail Address Mitchell

Highway Ochoco

Telegraph or Telephone Address "

County Wheeler Job Prefix 2702

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Left Vale Tuesday morning. Had some car trouble and spent night in Canyon City. Left there Wednesday night. Sam Wynniatt and Earl Field met us and ran us out to Mitchell Thursday. Revised curves 105 & 106, 125 & 127. Left 12:30, and to Vale.

Five reduced all curves to 20° or less.

cleared

(See back of this sheet for instructions and detailed information.)

Signed ...

Title ...

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

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Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PACIFIC TELEGRAM

PR #134-2

September 28, 1927.

Mr. C. W. Warner,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

Regarding the right of way on the Mitchell-Keyes Creek Summit Section of the Ochoco Highway in Wheeler County, we have received the attached telegram from the County Clerk advising as to the present status of the right of way. I am also enclosing a copy of a letter from Paul Lynch, Acting Mayor of Mitchell, to which was attached city ordinances establishing curb line and grade on Main Street in the town of Mitchell.

Very truly yours,

State Highway Engineer.

RAK:HI

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L.	SHORT MESSAGE	SYMBOL NITR.	NIGHT LETTER	SYMBOL N.L.

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT
ARL 8 202 103 PD

FOSSIL ORE 335P SEPT 26 1927

STATE HIGHWAY COMMISSION

PORTLAND OREGON

THE COUNTY COURT OF WHEELER COUNTY HAVE SECURED DEEDS FOR THE OCHOCO HIGHWAY ACROSS THE LANDS OF L L AND LULA JONES AND ELIZABETH HALL THOMAS G AND ELIZABETH OKELLY AND R G AND CORA CANNON WHICH ARE NOW OF RECORD ALSO PASSED RESOLUTION AUTHORIZING DISTRICT ATTORNEY TO FILE CONDEMNATION SUITS AGAINST ERMAL AND OSCAR SHOEMAKER CUSTER T KEYES AND WIFE AND J L SIGFRIT AND WIFE AND WHICH SUITS HAVE BEEN REGULARLY FILED AND ARE NOW OF RECORD THIS COMPLETES THE RIGHT OF WAY FOR THE COUNTRY ON THE MITCHELL KEYES CREEK SUMMIT SECTION OF THE OCHOCO HIGHWAY

SCOTT SAFFER
COUNTY CLERK
404 PM

W. W. Hoover
County Judge of Wheeler County Ore.

PACIFIC TELEGRAM

CLASS OF SERVICE

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM.
OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT
11 37

10 3/4 d 2 Xtra
Fossil Ore 120 pm
9-26-27

Ray A Kleen
Salem Ore

The county court of Wheeler County have accepted deeds for the Ochoco highway across the lands of L. L. and Lula Jones X.E. and Elizabeth Hall Thomas G and Elizabeth O'Kelley and R L. and Cora Cannons which are now of record also passed resolutions authorizing district attorney to file condemnation suits against Ernest and Oscar Holcomb Custer G Keyes and wife and J. L.

W. W. Hoover

County Judge of Wheeler County Ore.

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DL	NIGHT MESSAGE	SYMBOL NM	NIGHT LETTER	SYMBOL NL

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

Sigfrid and wife and which
sheets have been regularly filed and
are now of record this completes
the right of way for the county
on the Mitchell Keyes creek summit
section of the Ochoco Highway

Scott Sasser

County Clerk

1235

W. W. Hoover

County Judge of Wheeler County Ore.

Fossil Ore.

Sept, 23d, 1927.

Hon. R. W. Sawyer

State Highway Commissioner

Bend Ore.

Dear Sir,

In accordance with our agreement at Mitchell I am writeing you as ~~XXX~~ to our progress in secureing the right of way, for the Ochico highway in our County. We have at this time deeds to all right of way from all parties with the exception of J.L Sigfried Emil Shoemaker and Custer Keys, We can not effect a settlement with these parties, and our District Attorney is fileing condemnation proceedings against thes parties in the Circuit Court on the 24th of this month. So as far as the County is concerned we feel that everything is ready for the construction to begin. Thanking you for your kindly interest and efforts in this matter

I remain,

Very truly yours,

W. W. Hoover

County Judge of Wheeler County Ore.

...Co.
...MERCHANDISE
MITCHELL, OREGON

DIRECTORS:
R. R. KEYES, PRESIDENT
A. KING, SEC. & MGR.
S. O. BUTLER — E. R. LAUGHLIN
C. A. COLE — PAUL LYNCH

MITCHELL, OREGON September 23,1927

Judge Sawyer
Bend,Oregon

Dear Sir:

When you were in Mitchell a few days ago you mentioned the matter of curb lines and the grade through our town,also the right of ways.

I am enclosing a copy of the ordinance as passed by the Council which covers the matter of curb lines and grade.

We have the deeds covering the right of way through the property crossed by the highway. We were delayed some in securing one of the deeds.

We are all very much interested in the highway and hope you will be able to let the contract at this meeting.

Should there be any thing further in this connection kindly let us know.

Yours very truly
Paul Lynch

Recorder this 22 day of September 1927.

Paul Lynch
acting Mayor.

Attest: Jas. T. Keeton
Recorder.

ORDINANCE No. 74

TO ESTABLISH A CURB LINE AND GRADE ON MAIN STREET IN THE TOWN OF MITCHELL, WHEELER COUNTY, STATE OF OREGON.

****

Be It Ordained by the Common Council of the Town of Mitchell, Wheeler County, Oregon:

Section 1, That the curb line along both sides of Main Street, in said Town of Mitchell, be and the same is hereby established eight (8) feet in front of and parallel to the property line on either side of said Main Street the full length thereof.

Section 2. That the grade on said Main Street be and it is hereby established to conform to the grade of the Ochoco Highway, of which said Street is a part, as said grade is now established and approved by the State Highway Department.

Approved and signed by the Mayor and attested by the Recorder this 22 day of September 1927.

Paul Lynch
acting Mayor.

Attest: Jas. T. Keeton
Recorder.

...LAND, CHAIRMAN
...FORD
...W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR # 134-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

September 20, 1927.

RECEIVED
SEP 21 1927
STATE ... COMMISSION

Mr. Roy A. Klein,
State Highway Department,
Salem, Oregon.

Dear Mr. Klein:

Today I have been to Mitchell with Wanzer to investigate the right of way situation on the unit of the Mitchell-Dayville connection advertised to be let next Tuesday. At Mitchell I was met by County Judge Hoover and Commissioner Lowe.

Damages for the construction of this road across their land are being asked by three ranchers only, these being the ones on whom the principal damage falls. Their demands, which are agreed to be unreasonable, amount to some $15,000.00. The County Court has refused to pay this sum but instead, after valuing the property itself, has offered a total of $3,300.00, or $800 to one man, $1,000 to another and $1,500 to the third, and in order to make possible the beginning of construction as soon as the contract is let has started condemnation proceedings with the idea, as put by Commissioner Lowe, of letting twelve men decide the issue rather than three. On inquiry it developed that there might be other slight damage to other owners along the road. As to these the court promised to make settlement immediately or to include them in the condemnation proceedings and advise me before the end of this week that everything of this nature had been taken care of.

I discovered that there was also a right of way question in the city of Mitchell itself which has not hitherto been developed. Mitchell is an incorporated city. The main street through the town is fifty feet wide and the incorporation extends for nearly a half mile east from the last building on the main street. The city has never established a curb line on the main street, nor a grade line. I told a representative of the city that it would be necessary for the Council immediately to establish a curb line, recommending that it be set eight feet from the property line, and that it would be necessary also to secure an eightyfoot right of way

REFERRED TO
9/21/27
By ... Highway Engineer
Note and return

from the edge of the platted section out to the city boundary. I was given a promise that this would be done and notification of the fact given me by the end of the week. The city will also establish a grade line making it the same as the highway grade line.

If both these matters are attended to, one by the County and the other by the City, before the next meeting, it is my recommendation that the bids be received and opened. I am satisfied that the amount offered by the County Court in damages is not excessive and that the Court is now doing its best to avoid paying an exorbitant price.

Very truly yours,

Robert W Sawyer

Robert W. Sawyer.

RWS OJ

c/c H. B. Van Duzer,

September 21, 1937.

PF 134-A

Mr. G. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the Mitchell-Hayden Creek Summit Section, Oregon Project No. 134-A.

Very truly yours

ROE A. KLEIN
State Highway Engineer

By

E. H. Trubert
Office Engineer

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 124-A

MITCHELL-KEYES CREEK SUMMIT SECTION OF THE OCHOCO HIGHWAY

IN WHEELER COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, September 21, 1927.

G R A D I N G

All Required	Clearing and Grubbing		$ 530.00
41,000 cu.yds	Common Excavation	.30	12,300.00
27,000 cu.yds	Intermediate Excavation	.55	14,850.00
42,000 cu.yds	Solid Rock Excavation	1.20	50,400.00
65,000 sta.yds	Overhaul	.05	4,250.00
700 lin.ft	12" Corr. Galv. Iron Pipe	1.75	1,225.00
650 lin.ft	18" Corr. Galv. Iron Pipe	2.75	1,787.50
100 lin.ft	24" Corr. Galv. Iron Pipe	3.75	375.00
100 lin.ft	36" Corr. Galv. Iron Pipe	7.50	1,200.00
18 M-FBM	Lumber and Timber (Sta.107 and 179)	65.00	1,170.00
330 lin.ft	Timber Piling (Sta. 107 and 179)	.90	297.00
			$93,884.50
	10% Engr. & Cont.		9,836.45
	Total		$97,120.95

Length Excluding 20' Bridges 7.410
Cost per mile $13,116.06

State Funds available $38,875.98
Federal Aid Requested 58,315.97 (60%)
$97,120.95

Bridges over 20 Feet

Station 1 - 5-19' Spans

35 M-FBM	Lumber and Timber	$ 65.00	$2,145.00
420 lin.ft	Piling	.90	378.00

Station 36 - 3-19' Spans

21 M-FBM	Lumber and Timber	$ 65.00	1,365.00
360 lin.ft	Piling	.90	324.00

Station 54 - 3-19' Spans

21 M-FBM	Lumber and Timber	65.00	1,365.00
320 lin.ft	Piling	.90	288.00

Station 73 - 4-19' Spans

27 M-FBM	Lumber and Timber	65.00	1,755.00
460 lin.ft	Piling	.90	414.00

Station 121 - 2-19' Spans

15 M-FBM	Lumber and Timber	$ 65.00	$ 975.00
230 lin.ft	Piling	.90	207.00

Station 210 - 2-19' Spans

15 M-FBM	Lumber and Timber	65.00	975.00
280 lin.ft	Piling	.90	252.00

Sub-total	$ 10,441.50
10% Engr. & Cont.	1,044.80
Total	$ 11,487.30

Length of Bridges 0.068 miles

State Funds Available $4,894.92
Federal Aid Requested 6,892.38
$ 11,487.30

SUMMARY

	Total Cost	State Funds	Federal Funds	
Grading	$ 97,189.95	$ 38,875.98	$ 58,313.97	(60%)
Bridges	11,487.30	4,594.92	6,892.38	(60)
	$ 108,677.25	$ 43,470.90	$ 65,206.35	(60%)

State Funds for Construction - Chapter 175, Laws 1917/ Chapter 81, Laws 1920
" " " Maintenance - Resolution Aug. 17, 1917; Chapter 257, Laws 1917.

FORM S-G-1 B-6070 1000 6-27

PR#134A

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

September 19, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

ATTENTION: S. H. Probert.

RECEIVED
SEP 24 1927
STATE HIGHWAY
OREGON

Dear Sir:-

Herewith, Division Engineer's Estimate of Cost for Grading the Mitchell-Keys Creek Summit Section of the Ochoco Highway in Wheeler County, based on the quantities as called for in the proposal.

Please note that the unit prices for the lumber and piling has been shown in pencil, as it is supposed that the Bridge Department will be in a better position to furnish this.

Yours very truly,

C. W. Wanzer,

Division Engineer.

By H. N. Hunter
Div. Office Engineer.

HNH/MS
Encl.

5 00
123 00
148 50
504 00
42 50
12 25
17 87.50
3 75
12 00
97 50
21 60

987 97.50

September 19, 1927.

DIVISION ENGINEER'S

ESTIMATE OF COST FOR GRADING MITCHELL-EK SUMMIT SECTION OCHOCO HIGHWAY IN WHEELER COUNTY.

Quantities as called for in the Proposal:-

Item #	Item	Unit	Amount
1	Clearing & Grubbing	Lump Sum	$ 500.00
2	Common Excavation	41000 cu. yds. @ .30	12,300.00
3	Intermediate Excavation	27000 cu. yds. @ .55	14,850.00
4	Solid Rock Excavation	42000 cu. yds. @1.20	50,400.00
5	Overhaul	85000 Sta. yds. @.05	4,250.00
6	12" Corr.Galv.IronPipe	700 lin. ft. @1.75	1,225.00
7	18" " " " "	650 lin. ft. @2.75	1,787.50
8	24" " " " "	100 lin. ft. @3.75	375.00
9	36" " " " "	160 lin. ft. @7.50	1,200.00
10	Lumber & Timber	150 M.FB.M. @75.00	11,250.00
11	Timber Piling	2400 lin. ft. @1.50	3600.00

use 70 x 50 @ 65.00 .90

Total Estimated Cost.....$ 101.737.50

9,750
2,160
98,797.50

Respectfully submitted,

Division Engineer.

September 19, 1927.

DIVISION ENGINEER'S

ESTIMATE OF COST FOR GRADING MITCHELL-

KEYS CREEK SUMMIT SECTION OCHOCO HIGHWAY IN WHEELER COUNTY.

Based on Quantities as called for in the Proposal:-

Item #	Item	Unit	Amount
1	Clearing & Grubbing	Lump Sum	$ 500.00
2	Common Excavation	41000 cu. yds. @ .30	12,300.00
3	Intermediate Excavation	27000 cu. yds. @ .55	14,850.00
4	Solid Rock Excavation	42000 cu. yds. @1.20	50,400.00
5	Overhaul	85000 Sta. yds. @.05	4,250.00
6	12" Corr.Galv.IronPipe	700 lin. ft. @1.75	1,225.00
7	18" " " " "	650 lin. ft. @2.75	1,787.50
8	24" " " " "	100 lin. ft. @3.75	375.00
9	36" " " " "	160 lin. ft. @7.50	1,200.00
10	Lumber & Timber	150 M.FB.M. @75.00	11250.00
11	Timber Piling	2400 lin. ft. @1.50	3600.00

Use Jackson 65.00 .90

Total Estimated Cost.....$ 101.737.50

9,720
2,160
98,797.50

Respectfully submitted,

Curtis Conley

Division Engineer.

CONTRACT#1004,

PR 115-B Bridge over Soapstone Cr. 1927-1928

1004

#1004
Clatsop
PR115B

June 5, 1928

Metropolitan Casualty Insurance Co. of New York,
Fred A. Schlick Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1004 for the construction of a bridge over Soapstone Creek on the Roosevelt-Coast Highway in Clatsop County has been completed by the contractors, Lindstrom & Feigenson, and that final settlement will be made by the State with said contractors for work done under said contract on or after June 15th, 1928.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors on this contract including the final payment will be $22,361.70, of which amount $272.11 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

BEN S. MORROW, PRESIDENT
F. F. HENSHAW, SECRETARY
606 POST OFFICE BUILDING

PORTLAND, ORE. SECTION
AMERICAN SOCIETY OF CIVIL ENGINEERS FOUNDED 1852
1913

BOARD OF DIRECTORS
B. S. MORROW
G. P. DUNN
F. R. SCHANCK
F. F. HENSHAW
J. A. ELLIOTT
S. C. WILLARD
R. E. KOON

PORTLAND, OREGON March 27, 1928.

Oregon State Highway Commission,
Salem,
Oregon.

Gentlemen:

We understand that there has just been completed a bridge over Soapstone Creek on the Roosevelt Coast Highway designed by the late Merle W. Rosecrans of your Bridge Department. The Portland Section, American Society of Civil Engineers respectfully suggest the propriety of dedicating the bridge to the memory of Mr. Rosecrans. Mr. Rosecrans was a valued member of the American Society of Civil Engineers and of the Portland Section, having been a member of the Society since 1920. Although born and educated in Iowa he had been connected with the work in Oregon most of the time since 1913, and as you know was your Assistant Bridge Engineer from 1919 to 1927, in which capacity he was responsible for the design of the new Soapstone Creek structure. His untimely death at the age of only 38 cut short a useful career. Could anything be more appropriate than to perpetuate his memory by giving his name to one of the major structures which he designed?

Very truly yours,

Fred F. Henshaw.
Secretary.

(Copy sent to each Commissioner)

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 25, 1926.

PR 115-B

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 115-B, Soapstone Creek bridge on the Roosevelt Coast Highway in Clatsop County. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By A. Lanfield
Assoc. Highway Engineer.

Noted Jwz

4Pr 2978

Form P. R. 2
State Oregon
Project No. 115, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of December, 1927 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 7th day of July, 1927, a project statement, which was approved by the Secretary on the 30th day of August, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of September 1927, and approved by the Secretary on the 30th day of December, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirteen thousand, twenty-one and 80/100 dollars ($13,021.80) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

Section 8 of

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 51, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across Soapstone Creek on the line between Sections 15 and 22, T. 4 N., R. 9 W.,

..... terminal points, a distance of 0.029 miles, known locally as the Roosevelt Coast Highway between Hebo and Astoria, Clatsop County, being Section B of Oregon Federal Aid Project No. 115, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—5518

JAN 25 1928 8 58 AM

(*a*) ~~It is agreed~~ that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found ~~from time to time~~ advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate ~~as approved~~ by the Secretary.

STRICKEN OUT

(*b*) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, prior to or immediately upon the completion of the bridge covered by this agreement, it will undertake the construction of suitable highway connections thereto with the existing road to the north and south.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirteen thousand, twenty-one and 80/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of twenty-one thousand, seven hundred three and 00/100 dollars, the approved total estimated cost of Section B of said project.

8—8518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ~~STRICKEN OUT~~

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____

(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921. out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chap. 237,

(Include reference to statute authorizing funds and probable amount annually available)

Laws of 1917.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6518

W — 8 1921 25 NOV

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ----------;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ----------
(Include reference to statute authorizing

---
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

---

*(b) By the ----------;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ----------
(Include reference to statute authorizing

---
funds and probable amount annually available)

---

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ----------

---

---
* (Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 30th day of December, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL] By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By ----------
(Title of officer)

By ----------
(Title of officer)

[SEAL] P. H. Dunlap
Acting Secretary of Agriculture.

5—4216

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~rural post road between~~ bridge across Soapstone Creek on the line between Sections 15 and 22, T.4 N., R.9 W.,

locally known as the Roosevelt Coast Highway between Hebo and Astoria, Clatsop County,

Section B of
designated in the records of this Department as Project No. 115, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $21,703.00
Section B of
as the total estimated cost of said project, and the sum of $13,021.80 as the share of the United
Section B of
States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 30th day of December one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Secretary of Agriculture.

8—4630

PR1154

The State Highway Commission announces that the highway bridge over Neptune Creek in Clatsop County has been repaired and that the Roosevelt Coast Highway is now open to traffic between Seaside and Tillamook.

October 20th, 1927

Lindstrom & Feigenson
Worcester Bldg.
Portland, Oregon.

Gentlemen:

There is enclosed herewith fully executed copy of contract No. 1004 awarded to you by the State Highway Commission on September 27th, 1927, covering construction of a bridge over Soapstone Creek in Clatsop County on the Roosevelt Coast Highway.

This copy is for your records and files.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Glaisyer,
Chief Clerk.

EBG:JH

October 14, 1927.

PR 116-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Soapstone Creek Bridge, Oregon Project No. 116-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Encls.

Oregon State Highway Department — Project 115-B

SOAPSTONE CREEK BRIDGE ON THE ROOSEVELT COAST HIGHWAY IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, October 11, 1927

180	cu.yds	Excavation	$ 3.50	$ 630.00
255	cu.yds	Class "A" Concrete	30.00	7,650.00
150	cu.yds	Class "B" Concrete	30.00	4,500.00
80,000	lbs	Metal Reinforcement	.045	3,600.00
510	lin.ft	Handrail	5.00	1,250.00
All Required		Remove Old Bridge and Maint. Traffic		1,900.00
			Sub-total	$19,730.00
			10% Engr. & Cont	1,973.00
			Total	$21,703.00

Length of Structure 151.3 ft. 0.0286 miles

Cost per mile $758,344.15

State Funds Available	$ 8,681.20	
Federal Aid Requested	13,021.80	(60%)
	$21,703.00	

State funds for construction - Chapter 175, Laws 1917; Chapter 51, Laws 1920.

State funds for maintenance - Resolution Aug. 17, 1917; Chapter 237, Laws 1917.

PR 115B

October 2nd, 1927.

Lindstrom & Feigenson,
Worcester Building,
Portland, Oregon.

Gentlemen:

We are today sending you by express four copies of contract No. 1004, awarded to you by the State Highway Commission at its meeting on September 27th, 1927, being for the construction of a bridge over Soapstone Creek near Mohler on the Roosevelt Coast Highway in Clatsop County.

Please execute all four copies of this contract as to agreement and bond and return all copies to this office for completion by the Highway Commission. When this is done we will see that you are furnished an executed copy for your records and files, and will also send a copy to the surety on your bond.

Your special attention is called to the paragraph on page 10 of this contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your work in strict compliance therewith.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By,

H. B. Glaisyer,
Chief Clerk.

HBG:JS

September 23, 1927.

PR 116-B

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 2900,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the Soapstone Creek Bridge, Oregon Project No. 116-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 11B-3

SOAPSTONE CREEK BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN CLATSOP COUNTY

(Estimate with Plans. Not as Basis for Project Agreement)

Salem, Oregon, September 23, 1927.

180	cu.yds	Excavation	$ 2.50	$ 450.00
255	cu.yds	Class "A" Concrete	25.00	6,375.00
120	cu.yds	Class "D" Concrete	26.00	3,000.00
80,000	lbs	Metal Reinforcement	0.055	4,400.00
310	lin.ft	Handrail	4.50	1,395.00
All Required		Removal Old Bridge and maintaining traffic		2,000.00
		Sub-total		$18,620.00
		10% Engr. & Cont.		1,862.00
		Total		$20,372.00

Length of Structure, 151.5 feet, 0.0286 miles

Cost per mile $ 708,811.18

State Funds Available $ 8,148.80

Federal Aid Requested 12,223.20 (60%)

$20,372.00

State funds for construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920

" " " maintenance - Res. Aug. 17, 1927; Chapter 237, Laws 1917.

CONTRACT #1005,

PR 117-C Bridge over Blue River 1927-1929

1005

#1005
Jan 8
PR 117C

January 8, 1929

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Teon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1005 for the construction of a bridge over Mink River on the McKenzie Highway in Lane County has been completed by the contractor E. R. Metzger, and that final settlement will be made by the State with said contractor for work done under said contract on or after January 15th, 1929.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor on this work will be $17,671.85 including the final payment. Of this amount $68.61 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 25, 1928.

PR 117-C

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 117-C, Blue River Bridge on the McKenzie Highway in Lane county. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

C. H. PURCELL,
District Engineer,

By L. Caufield
Assoc. Highway Engineer.

Dated Jan

A4Pr2979

Form P. R. 2

State Oregon

Project No. 117, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of December, 1927

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 16th day of June, 1926, a project statement, which was approved by the Secretary on the 5th day of October, 1926, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 26th day of September 1927, and approved by the Secretary on the 30 day of December, 1927; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eleven thousand, four hundred eighty and 70/100

dollars ($11,480.70) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be determined by the Highway Commission with the approval of the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be determined by the Highway Commission with the approval of the Secretary. Such construction work as may be performed by force account with the State and Federal Governments, the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

STRICKEN OUT

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State, Chap. 175, Laws of 1917; Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Beginning~~ Bridge across Blue River in Sec. 28, T. 16 S., R. 4 E., W.M.,

..... terminal points, a distance of 0.042 miles, known locally as the McKenzie Highway between Springfield and McKenzie Bridge Postoffice, Lane County, being Section C of Oregon Federal Aid Project No. 117, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—5518

JAN 25 1922 8 [illegible] M.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State. Chap. 175, Laws of 1917, Chapter 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(Include amount, date, and citation of statute

STRICKEN OUT

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, prior to or immediately upon the completion of the bridge covered by this agreement, it will undertake the construction of suitable highway connections thereto with the existing road to the east and west.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of eleven thousand, four hundred eighty and 70/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of nineteen thousand, one hundred thirty-four and 50/100 dollars, the approved total estimated cost of Section C of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____
the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

STRICKEN

PAYMENTS

Article V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

* (Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 30th day of December, 1927

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL] By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL] _____
Acting Secretary of Agriculture.

8—5518

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge across Blue River in Sec. 28, T.16 S., R. 4 E., W.M.,

locally known as the McKenzie Highway between Springfield and McKenzie Bridge Postoffice, Lane County,

and designated in the records of this Department as Section C of Project No. 117, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 19,134.50 as the total estimated cost of Section C of said project, and the sum of $ 11,480.70 as the share of the United States, payable under said acts on account of Section C of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 30th day of December one thousand nine hundred and Twenty-seven, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

8—4829

PR 117C

October 20th, 1927

Mr. E. E. Metzger,
Roseburg, Oregon.

Dear Sir:

Enclosed herewith please find fully executed copy of contract No. 1006 awarded to you by the State Highway Commission on September 27th, 1927, covering the construction of a bridge over Rice River on the Mckenzie Highway in Lane County.

This copy is for your records and files.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

JB

October 14, 1927.

FR 117-C

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 2009,
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the bridge over Elum River, Oregon, Project No. 117-C.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeShuna/LP

Encls.

Oregon State Highway Department — Project No. 127-A

BLUE RIVER BRIDGE ON THE McKENZIE HIGHWAY

IN LANE COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, October 11, 1927.

140	cu.yds	Excavation	$ 1.50	$ 210.00
15	cu.yds	Excavation below plans	2.00	30.00
300	cu.yds	Class "A" Concrete	25.00	6,000.00
190	cu.yds	Class "B" Concrete	22.00	4,180.00
90,000	lbs	Metal Reinforcement	.045	4,050.00
450	lin.ft	Concrete Handrail	4.50	2,025.00
		Sub-total		$17,395.00
		10% Engr. & Cont.		1,739.50
		Total		$19,134.50

Length of Structure 221 ft. = 0.0418 Mi.

Cost per mile $ 457,763.15

State Funds Available $7,653.80

Federal Aid Requested 11,480.70 (60%)

$ 19,134.50

State Funds for construction - Chapter 178, Laws 1917; Chapter 51, Laws 1929.

State Funds for maintenance - Res. August 17, 1917; Chapter 237, Laws 1917.

PRINTC

September 20, 1927.

Mr. W. E. Metzger
Roseburg, Oregon

Dear Sir:

We are sending to you today by express four copies of the contract awarded to you by the State Highway Commission for the construction of a bridge over Pine River on the McKenzie Highway at Pine River.

Will you please execute these as to agreement and bond and when this is done, return all four copies to this office for completion by the Highway Commission. In conformance with our usual practice we will then be pleased to furnish you with executed copy for your records and files.

Your attention is called to the clause relating to the workmen's compensation act. You will be expected to accept the terms of this act and carry on your work in strict compliance with the same.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By
H.B.Glaisyer - Chief Clerk.

HBG/JH

September 28, 1927.

PR 117-C

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 2900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the plans on the Elms River Bridge, Oregon Project No. 117-C.

Very truly yours,

ROY A. KLEIN
State Highway Engineer
By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP

Oregon State Highway Department — Project 118-C

BIRK RIVER BRIDGE ON THE McKENZIE HIGHWAY

IN LANE COUNTY

(Estimate with plans. Not as basis for project agreement.)

140 cu.yds	Excavation	$ 2.50	$ 350.00
15 cu.yds	Excavation below plans	5.00	75.00
300 cu.yds	Class "A" Concrete	22.00	6,600.00
100 cu.yds	Class "D" Concrete	23.00	4,370.00
90,000 lbs	Metal Reinforcement	.055	4,950.00
450 lbs	Concrete Handrail	4.50	2,025.00
	Sub-total		$ 18,370.00
	10% Engr. & Cont.		1,837.00
	Total		$ 20,207.00

Length of Structure 221 feet; 0.0418 mile

Cost per mile $483,421.05

State Funds Available $ 8,082.80

Federal Aid Requested 12,124.20 (60%)

$20,207.00

State funds for construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920

State funds for maintenance Res. Aug. 17, 1917; Chapter 237, Laws 1917.

CONTRACT #1010,

PR 132-A Bridge over Parrott Cr. 1927-1928
at New Era

1010

October 15,1928

Metropolitan Casualty Insurance Co. of N.Y.
Fred A. Schlick Co. Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by Higdon Brothers in connection with their contract for the construction of a bridge over Fawcett Creek on the Pacific Highway near New Era, that we have today received a notice of claim from the Stone-Tone Co., Inc., Portland, Oregon, against Higdon Brothers, being for stucco material furnished in the sum of $[illegible]. This company further advises that Higdon Brothers does not respond to their repeated request for payment.

We do not know whether or not this is a legitimate claim, but pass the information on to you for your information.

Very truly yours,

May A. Klein
State Highway Engineer

By

E. B. Glaisyer
Chief Clerk

EBG:JB

October 15, 1928

Rigion Brothers,
Woodburn, Oregon.

Dear Sirs:

This letter is to inform you that we have today received a letter from the Stone-Tone Company, Inc., Portland, Oregon, in which they state that you are indebted to them in the sum of $16.25, being for the purchase of some stucco material used by you in connection with your contract for the construction of the New Era Bridge. Will you please give this matter your attention.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JH

October 15,1928

The Stone-Tone Co. Inc.,
240 Salmon Street,
Portland, Oregon.

Gentlemen:

Attention: Mr. J. A. Wiley

Your letter of the 10th inst. addressed to attention of C. B. McCullough, Bridge Engineer, in which you advise us of your claim in the sum of $16.25 against Rigdon Brothers, being for purchase of some stucco materials for use on the New Era Bridge, has been referred to this office.

In reply will say that Rigdon Brothers furnished to the state a surety bond for the protection of labor and material claim and all just debts, dues and demands incurred against the job. This bond is the only protection that we have to offer you. We would suggest that inasmuch as you have received no satisfaction from Rigdon Brothers that you make demand on the bond and direct a letter to the Metropolitan Casualty Insurance Company of N. Y., Fred A. Schlick Company, Agents, Corbett Building, Portland, Oregon. It may be possible for you to secure satisfaction by so doing. If not, then we known of no other way except to take some kind of action in the courts. For your further protection on the bond would suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991, Oregon Laws, mimeograph copy of which is enclosed.

We might add that we are this date taking the matter up with Rigdon Brothers and also with their bondsmen.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

JOHNS-MANVILLE
ASBESTOS SHINGLES
F. C. SHELDON SLATE CO.
COLORED ROOFING SLATE
CALIFORNIA POTTERY CO.
ROOF TILE
WATERSEAL CONCRETE
TILE AND WALL COPING
EXTERIOR STUCCO
OF ALL KINDS
We will contract for the installation of any of the above materials

THE STONE-TONE CO., Inc.

OFFICE AND SHOWROOM
240 SALMON STREET
CORNER OF SECOND
PORTLAND, OREGON

TELEPHONES
OFFICE: AT. 0823
WHSE: EA. 1736

WAREHOUSE
295 E. WATER STREET
FOOT OF E. CLAY

#1010

October 10, 1928

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. C. B. McCullough
Bridge Engineer

Gentlemen:

We are writing you with reference to an unpaid account in the sum of $16.25, covering some stucco materials purchased from us for use on the Hightway Bridge at New Era.

The materials in question are some black and white dash aggregates which were used for the finishing of panels, etc. They were picked up at our warehouse by Rigdon Brothers' truck and signed for by the driver of same on May 22 and May 28.

We have been unable to get any response whatsoever from Rigdon Brothers regarding this account and, therefor, ask that you please notify their bonding company, that this account is still outstanding.

Anything else your department can do to facilitate the collection of above account will be greatly appreciated.

Yours very truly,

JAW MS

The Stone-Tone Co., Inc.

J. A. Wiley

ANSWERED
H. B. G.

PR 132a

June 30, 1928.

Mr. C. B. McCullough:

I talked with Mr. Clarke on the telephone this morning regarding the approach embankments at the bridge at New Era. Under the normal course of this contract, this portion of the project would probably not be reached until a month or more. However, it will be possible to make the approach embankments, at least in part, which would serve the purpose temporarily, by hauling from the cut in which the shovels are now at work. There would be additional cost on account of the increased length of haul, but that would probably be justified because of the large amount of traffic which would be thus accommodated.

Clarke was going to check this matter up a little further and I will then be in a position to give you a definite answer on this subject.

BAK:HI

PR 132-A

March 31,1928

H. A. Babb Hardware Company,
771 Willamette St.
Eugene, Oregon.

Gentlemen:

Replying to your inquiry of the 30th inst. wish to say that the bridge construction work under way at New Era in Clackamas County is state highway contract No. 1010 awarded by the State Highway Commission to Higbee Brothers of Woodburn, Oregon.

The widening work at this point is being done by the John Slette & Company of Astoria, Oregon, under state highway contract No. 1029 for the State Highway Commission. These two contracts are connected in no way.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS

ATHLETIC SUPPLIES

R. A. BABB HARDWARE COMPANY

THE *WINCHESTER* STORE

HARDWARE, MILL AND LOGGING SUPPLIES,
GUNS, AMMUNITION AND FISHING TACKLE

WHOLESALE AND RETAIL

PHONES 47 and 1795

771-775 WILLAMETTE STREET

EUGENE, OREGON,

March 30,1928

State Highway Commission,
Salem, Ore.

Gentlemen:

Would you kindly inform us what construction company, or who the contractors are of the New Era Bridge in Clackamas County, also if this work is under the State Highway supervision.

Your early reply would be appreciated.

Yours truly,

R. A. BABB HARDWARE COMPANY

BY Richmond

WR HA

ANSWERED
H. B. G.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 23, 1928.

PR132a

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate to cover Oregon Federal aid project #132-A, Parrott Creek Bridge, have been executed. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

L. J. Caufield,
Assoc. Highway Engineer.

Apr 3079

Form P. R. 2

State Oregon

Project No. 132, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 12th day of January, 1928

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 13th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 22nd day of October 1927, and approved by the Secretary on the 1st day of February, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of nineteen thousand, six hundred fifty-one and 50/100

dollars ($19,651.50) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

(a) 18

shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be determined most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

STRICKEN OUT

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chapter 175, Laws of 1917; Chapter 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....
(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following bridge as described in detail in said surveys, plans, and specifications:

Bridge across Parrott Creek in Sec. 23, T.3 S., R.1 E., at New Era.

..... terminal points, a distance of 0.045 miles, known locally as the Canemah-Canby Section of the Pacific Highway between Portland and Albany, Clackamas County, being Section A of Oregon Federal Aid Project No. 132, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—5518

JAN 3 1928 8 29 AM

FEB 23 1928 8 48 AM

act of legislature by which authorized)

*(a) By the State ---------- Chapter 176, Laws of 1917; Chapter 31, Laws of 1920.
(Include amount, date, and citation of

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be deemed most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

STRICKEN OUT

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, prior to or immediately upon completion of the bridge covered by this agreement, it will undertake the construction of suitable highway approaches to connect with the existing road to the north and south.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of nineteen thousand, six hundred fifty-one and 50/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of thirty-two thousand, seven hundred fifty-two and 50/100 dollars, the approved total estimated cost of Section A of said project.

8—8518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921. out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chapter 237, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—3518

JAN 3 1928 8 29 AM

FEB 25 1928

...in this office pending receipt

STRICKEN OUT

hereby designated by the Highway Department for that purpose and authorized under the laws of said

(Official or department)

terms hereof, to

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the

STRICKEN OUT

November 9, 1921, as follows:

*(a) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

* (Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 1st day of February, 1928.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H. B. Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C. E. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

R. H. Aishlaf
Acting Secretary of Agriculture.

8—3512

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~rural post road~~ bridge across Perrott Creek in Sec. 23, T. 3 S., R. 1 E., at New Era,

locally known as the Canemah-Canby Section of the Pacific Highway between Portland and Albany, Clackamas County, and designated in the records of this Department as Project No. 132 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 32,752.50 as the total estimated cost of Section A of said project, and the sum of $ 12,651.50 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 42.25 per cent of said total estimated cost.

Done at the city of Washington, this 1st day of February one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
ACTING *Secretary of Agriculture.*

MB

#1010
St. Johns Co.
PR #1329

January 10, 1928

Mr. Kieth Powell, Pres.,
Bank of Woodburn,
Woodburn, Oregon

Dear Sir:

With further reference to the assignment given to you by Rigdon Brothers of all estimates due them in connection with their contract for the construction of the bridge over Parrott Creek, wish to confirm our telephone conversation of this date.

We understood you to say that the surety company would not give their consent to the assignment of all funds in connection with this job. Such being the case, it may be that they will give their consent to the assignment of the individual estimates as they become due each month. A form of assignment approved by the Secretary of State, copy of which is attached hereto, will be attached to the voucher that is sent to Rigdon Brothers for approval. They will sign this assignment form as well as the voucher and return it to us, together with the consent of the surety company to the assignment of the warrant represented by that particular voucher. The voucher will be passed on the Secretary of State and the warrant will be issued in favor of Rigdon Brothers, assigned to the Bank of Woodburn and will be mailed to the Bank direct.

In the event that the Surety Company objects to the assignment of any estimate, then, of course, the warrant will have to be mailed direct to Rigdon Brothers. However, if they instruct us, we will mail it to them in care of your bank.

Inquiry in the office of our Auditor reveals the fact that the voucher covering the first estimate was sent to the Secretary of State today and we anticipate that we will receive the warrant by Thursday of this week. We shall hold this warrant in this office pending receipt

Re: Rigdon Bros. contract for construction of bridge over Parrott Creek

of written instructions from Rigdon Brothers as to its disposal.

Due to the fact that the Surety Company will not give their consent to the assignment of all funds due Rigdon Brothers on this contract, the assignment given to the Bank of Woodburn by Rigdon Brothers is therefore of no value insofar as this department is concerned.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HEMbs
Enc.

H. E. Claiayer
Chief Clerk

cc Rigdon Brothers

January 9, 1928

Rigdon Brothers,
Woodburn, Oregon

Gentlemen:

This is to inform you that we have today received a letter from Mr. Keith Powell, President of the Bank of Woodburn in which he states that it was his understanding that your assignment was to cover all moneys due and to become due on this work, which would include work previously done and still unpaid for.

This being the case it will be necessary for you to sign the enclosed assignment form which will be attached to your voucher and will be presented to the Secretary of State along with the voucher. The warrant will then be made payable to the Bank of Woodburn direct, provided, of course, we have previously received the consent of the Surety on your bond to the assignment. In the event that the Surety on your bond will not consent to the Assignment then payments will of necessity have to be made to you direct. If you wish they may be sent to you in care of the Bank of Woodburn.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBC:B

H. B. Claisyer
Chief Clerk

BANK OF WOODBURN

WOODBURN, OREGON.

January 9, 1933

Mr. Keith Powell, President,
Bank of Woodburn,
Woodburn, Oregon

Dear Sir:

We have your letter of the 7th instant with further reference to the assignment of Rigdon Brothers for payments due them in connection with contract no. 1010 to the Bank of Woodburn and we note that it was your understanding that all moneys now due or to become due on this work, including work previously done and still unpaid for, were to be included in this assignment.

In the event that the warrant has not already been issued we shall endeavor to have an assignment form executed by Rigdon Brothers to be attached to the voucher which will be presented to the Secretary of State for payment. In the event that the warrant has already been written by the Secretary of State payable to Rigdon Brothers, then we will have this warrant mailed to Rigdon Brothers in care of your bank, provided we receive instructions so to do from Rigdon Brothers. You will understand, of course, that it will be necessary for us to have Rigdon Brothers' instructions to that effect.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

HBG:S

H. B. Glisyser
Chief Clerk

ALICE BINGHAM POWELL,
VICE PRESIDENT

EUGENE COURTNEY,
VICE PRES AND CASHIER

BANK OF WOODBURN

WOODBURN, OREGON,

January 7th, 1928.

Mr. H. G. Glaisyer, Chief Clerk,
State Highway Commission,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of duplicate copy of Rigdon Bros. assignment in connection with Contract No. 1010, same being duly acknowledged by you.

Mr. Rigdon is to be in Portland today and he has agreed to notify Fred A. Schlick Company of this assignment and secure the consent of the Metropolitan to same.

It was our understanding that this assignment was to cover all moneys due and to become due on this contract which would include work previously done and still unpaid for. We assume if the warrant has been approved without this assignment that merely sending it in our care would cover any obligation you might have made.

Thanking you for your courtesy in this connection, I a...

Yours very truly,

/Kirk Powell

President.

KP:MF

January 6th,1928

Bank of Woodburn,
Woodburn, Oregon.

Gentlemen:

Attention: Mr. Keith Powell, Pres.

This is to acknowledge receipt of your letter of the 5th inst. enclosing in duplicate assignment of moneys due Rigion Brothers in connection with their contract No. 1010 for the construction of the bridge over Parrot Creek on the Pacific Highway at New Era. We return the duplicate copy with our acknowledgment.

It is the practice of this department where assignments of funds due contractors for state highway work have been made, to honor the assignment only after the written consent of the surety on the bond has been filed in this office. In the present instance we would be pleased to honor the assignment upon receipt of such written consent in connection with this contract. For your information wish to say that the surety on the bond furnished by Rigion Brothers in connection with this contract is the Metropolitan Casualty Insurance Company of N. Y. for whom Fred A. Schlink Co. are agents with offices in the Corbett Building, Portland, Oregon.

In conversation with Mr. Rigion this morning we advised him that it would be necessary for him to furnish us with the written consent of the surety before we could honor the assignment. This he stated he would be glad to secure for us.

In further conversation with Mr. Rigion he informed us that it was their intention not to include the first estimate for work already performed on the contract, but that the assignment covered all subsequent estimates. Such being the case Estimate No. 1 for this work will be made direct to Rigion Brothers. We expect to have the warrants ready to mail to Rigion Brothers within the next few days, so if this understanding does not agree with your understanding, we shall be pleased to be advised immediately.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

#1019

January 8th, 1926

Rigdon Brothers,
Woodburn, Oregon.

Gentlemen:

This letter is to inform you that we have today received from the Bank of Woodburn, Mr. Keith Powell, President, duplicate copies of the assignment given by yourselves to this bank of all sums of money due or to become due in connection with your contract for the construction of the bridge over Pudding Creek on the Pacific Highway at New Era.

In confirmation of our phone conversation this morning, wish to say that before we can honor your assignment it will be necessary for us to have the written consent of the surety on your bond, consenting to the assignment. If you will secure this for us we will be pleased to honor the assignment in accordance with the terms thereof.

We note that the assignment is given for all sums of money due or to become due you in connection with this project. In conversation with you this morning you stated that you did not include Estimate No. 1, which was now payable. In accordance with the wording of the assignment the present payment, being a due payment, is included and we will have no alternative but to accept it unless the first estimate is released by the bank. In acknowledging receipt of the assignment to the bank we have explained this to Mr. Powell and have requested him to write us if the first estimate was not supposed to have been included in the assignment. Would be pleased if you will also ask Mr. Powell to write us immediately so that delay in making payment to you will not be experienced. We expect to have the warrant ready for you within the next few days.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer,
Chief Clerk.

HBG:JB

...ELL.
PRESIDENT

ALICE BINGHAM POWELL.
VICE PRESIDENT

EUGENE COURTNEY
VICE PRES AND CASHIER

BANK OF WOODBURN

WOODBURN, OREGON,

January 5th, 1928.

State Highway Commission,
Salem, Oregon.

Gentlemen:

We enclose herewith two copies of assignment by Rigdon Brothers in favor of this bank covering payments due and to become due them from yourselves on "Contract No. 1010, Job Prefix 3 PD, Federal Aid Project #132-A."

Kindly return one copy with your acknowledgment of receipt, and oblige,

Yours very truly,

Kirk Lowrie

President.

RECEIVED
JAN 9 1928
OREGON
STATE HIGHWAY COMMISSION

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KNOW ALL MEN BY THESE PRESENTS: That Rigdon Brothers, a copartnership, composed of C. W. Rigdon, E. L. Rigdon, W. W. Head and George Askins, for and in consideration of the sum of one dollar to said copartnership in hand paid, the receipt whereof is hereby acknowledged, and for and in consideration of other good and valuble considerations, have sold and by these presents do sell, assign, transfer and set over unto The Bank of Woodburn, a corporation of the State of Oregon all sums of money, debts, credits and the evidence of such sums of money, debts, and credits, which may now be and which may hereafter become due said Rigdon Brothers under or by virtue of that certain contract entered into between The State of Oregon, acting through the State Highway Commission of said State and Rigdon Brothers, of date the 25th day of October, 1927 and designated in the files of said Highway Commission as "Contract No. 1010, Job Prefix 3 PD Federal Aid Project #132-A.

And said copartnership hereby authorizes the State of Oregon and said State Highway Commission to make all payments, which may be or become due under said contract, direct to said The Bank Of Woodburn, and to accept and receive from said The Bank Of Woodburn full and complete satisfaction of all sums so paid under said contract.

And the said copartnership hereby authorizes and empowers said The Bank Of Woodburn to sign, receipt for and receive any warrant which may be drawn in connection with the above mentioned contract and to endorse said warrants or any of them.

In witness whereof said copartnership has caused these presents to be executed this 4th day of January, 1927.

Done in the presence of.

Elaine Hyland

Lucile Towne

Rigdon Brothers

BY E W Rigdon

The State of Oregon, by its State Highway Commission acknowledge due and legal notice of the foregoing assignment and receipt of a duplicate thereof this 6th day of January, 1928.

A B Bearing

KNOW ALL MEN BY THESE PRESENTS: That Rigdon Brothers, a copartnership, composed of C. W. Rigdon, E. L. Rigdon, W. W. Head and George Askins, for and in consideration of the sum of one dollar to said copartnership in hand paid, the receipt whereof is hereby acknowledged, and for and in consideration of other good and valuble considerations, have sold and by these presents do sell, assign, transfer and set over unto The Bank of Woodburn, a corporation of the State of Oregon all sums of money, debts, credits and the evidence of such sums of money, debts, and credits, which may now be and which may hereafter become due said Rigdon Brothers under or by virtue of that certain contract entered into between The State of Oregon, acting through the State Highway Commission of said State and Rigdon Brothers, of date the 25th day of October, 1927 and designated in the files of said Highway Commission as "Contract No. 1010, Job Prefix S PD Federal Aid Project #132-A.

And said copartnership hereby authorizes the State of Oregon and said State Highway Commission to make all payments, which may be or become due under said contract, direct to said The Bank Of Woodburn, and to accept and receive from said The Bank Of Woodburn full and complete satisfaction of all sums so paid under said contract.

And the said copartnership hereby authorizes and empowers said The Bank Of Woodburn to sign, receipt for and receive any warrant which may be drawn in connection with the above mentioned contract and to endorse said warrants or any of them.

In witness whereof said copartnership has caused these presents to be executed this 4th day of January, 1927.

Done in the presence of.

Elaine Hyland

Kitty Towne

Rigdon Brothers

BY E W Rigdon

The State of Oregon, by its State Highway Commission acknowledge due and legal notice of the foregoing assignment and receipt of a duplicate thereof this 6th day of January, 1928.

H B Bennington

Chief Clerk.

R132A

December 20th, 1927

Kiglon Brothers,
Woodburn, Oregon.

Gentlemen:

We are enclosing herewith executed copy of contract No. 1010 awarded to you by the State Highway Department on October 28th, 1927, covering construction of a bridge over Parrot Creek on the Pacific Highway in Clackamas County.

This copy is for your records and files.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Clatworthy,
Chief Clerk

JB

Co Co PR 132A 1

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

November 26, 1927

Rigdon Brothers,
Woodburn, Oregon

Gentlemen:

We are returning to you today by express four copies of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over Parrot Creek on the Pacific Highway in Clackamas County near the town of New Era.

It is noticed that Mr. George W. Askin has not signed the bond in any of the copies of this contract. Will you please see that this is done. Also in one of the copies Mr. C. W. Rigdon has failed to sign the bond for Rigdon Brothers.

When you have made the above corrections kindly return all of the four copies to this office for approval. In accordance with our usual practice, we will then see that you are supplied with an executed copy of the contract for your records and files. We urge you to expedite this matter so that payments to you in this connection will not be delayed, it being the rule of the Secretary of State that he will not pass a voucher for payment unless an executed copy of the contract, approved by the Attorney General, is first in his hands.

Yours very truly,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

B-6070 1000 8-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR 132A

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

October 28, 1927

State Highway Engineer
NOTED

Mr. Roy A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

The following is memorandum of conference held in the office of the Bridge Engineer, Friday morning, October 28th:

Mr. C. W. Rigdon, Mr. E. L. Rigdon and Mr. W. W. Head called at the office and the matter of awarding contract for the construction of the Parrot Creek Bridge was discussed. The Rigdon Bros., agreed as follows:

1 - To execute the contract in the name of Rigdon Bros., by C. W. Rigdon
E. L. Rigdon
W. W. Head
Geo. Askins

2 - To furnish a bond in the full amount of the contract.

In view of the foregoing, it is my recommendation that contract be awarded to Rigdon Bros., under the terms hereinabove set forth.

C. B. McCullough
Bridge Engineer.

The above offer is hereby confirmed:

C W Rigdon
E L Rigdon
W W Head

CR 132A

Watch this feature
for new contracts

, 1927

Commission, you will recall that
reek bridge, Pacific Highway, at
um at $29,775.00. The next bid
at $29,000.00.

The Chinnock Construction Co. is a firm of experienced contractors who have built at least one bridge for us and several for the counties of which we have first hand knowledge. They are excellent workmen and have always completed their work ahead of contract time. On the other hand, we had no knowledge of Rigion Bros., they not having worked for this department before, hence the award of the contract was referred to the engineer for further investigation.

In the course of this investigation I found that Rigion Bros. have a gravel plant near Canby and have largely engaged in the gravel business, having had some contracts for the county. Their reputation for handling their work is very good, although they have had no experience in bridge construction work. They advised me that their bond would be furnished by the Metropolitan Casualty Company and the Resident Agent of the company confirmed this. He told me that their financial statement showed that they had ample resources to carry on this job.

I called in Mr. Rigion and told him that if this job was awarded to him he would have to associate with him someone else who had experience in bridge construction work, and this morning he advised that they had arranged to have two men go in with them — one, W. W. Head, an experienced concrete paving contractor in Eugene who has done some work for us, and a Mr. George Askins who has been foreman for the O. N. Pierce Co. on several jobs of which we have personal knowledge, the last being the Gold Hill bridge at Rogue River. It is understood that both of these men will sign the contract with Rigion Bros. We have also required them to give a 100% bond in place of the customary 50% bond. This will not cost them any more money.

C- C-R 132A

October 28, 1927

Members of the Highway Commission.

Gentlemen:

At the last meeting of the Commission, you will recall that the low bid received on the Parrott Creek bridge, Pacific Highway, at New Era was by Rigdon Bros. of Woodburn at $29,770.00. The next bid was by the Clackamas Construction Co. at $29,890.00.

The Clackamas Construction Co. is a firm of experienced contractors who have built at least one bridge for us and several for the counties of which we have first hand knowledge. They are excellent workmen and have always completed their work ahead of contract time. On the other hand, we had no knowledge of Rigdon Bros., they not having worked for this department before, hence the award of the contract was referred to the engineer for further investigation.

In the course of this investigation I found that Rigdon Bros. have a gravel plant near Canby and have largely engaged in the gravel business, having had some contracts for the county. Their reputation for handling their work is very good, although they have had no experience in bridge construction work. They advised me that their bond would be furnished by the Metropolitan Casualty Company and the Resident Agent of the company confirmed this. He told me that their financial statement showed that they had ample resources to carry on this job.

I called in Mr. Rigdon and told him that if this job was awarded to him he would have to associate with him someone else who had experience in bridge construction work, and this morning he advised that they had arranged to have two men go in with them -- one, W. W. Head, an experienced concrete paving contractor in Eugene who has done some work for us, and a Mr. George Askins who has been foreman for the O. N. Pierce Co. on several jobs of which we have personal knowledge, the last being the Gold Hill bridge at Rogue River. It is understood that both of these men will sign the contract with Rigdon Bros. We have also required them to give a 100% bond in place of the customary 50% bond. This will not cost them any more money.

The bid of Rigdon Bros. is considerably below our estimate of cost, as was also the bid of the Clackamas Construction Co. However, it was thought that the Clackamas Construction Co., because of the fact that they do not have any overhead, could handle the job perhaps with a small profit. In any event the work could be handled cheaper than by a contractor where foremen and superintendents would have to be hired. Under the present arrangement, however, I do not see that I could consistently recommend that the Rigdon Bros. bid be rejected; hence, after consultation with the Chairman, have notified them today of the award of this contract. I trust the same will meet your approval.

Very truly yours,

State Highway Engineer.

RAK:HI

PR1329

FORM S-A-1 S-6553 5000 9-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

October 27, 1927

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum for files -

I called up Mr. Fred Schlick, Resident Agent for the Metropolitan Casualty Company, whom Mr. C. W. Rigdon advised would write his bond on the Parrott Creek bridge contract. Mr. Schlick assured me that they would write the bond for Rigdon and in response to request for information as to his financial ability, he said that their statement showed as follows:

Cash	$2,000
Receivables	11,200
Real Estate	9,250
Gravel Plant	15,000
Trucks	15,000

RAK

RAK:HI

October 27, 1927.

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Parrot Creek Bridge, Oregon Project 152-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

BY

S. H. Probert
Office Engineer

Dict by J. W. DeBoone/AP
Encls.

Oregon State Highway Department — Project No. 122-A

PARROT CREEK BRIDGE ON THE PACIFIC HIGHWAY

IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on contract Prices.)

Salem, Oregon, October 27, 1927.

850 cu.yds	Excavation	$1.50	$1,275.00
90 cu.yds	Excavation below plans	3.00	270.00
640 cu.yds	Class "A" Concrete	20.50	13,120.00
220 cu.yds	Class "D" Concrete	20.50	4,510.00
180,000 lbs	Metal Reinforcement	.035	6,300.00
500 lin.ft	Concrete Handrail	5.00	2,500.00
All Required	Remove old bridge and maintain traffic		1,800.00
	Sub-total		$29,775.00
	10% Engr. & Cont.		2,977.50
			$32,752.50

Length of Project 242.0 ft. 0.04583

Cost per mile $ 714,661.97

State Funds available $ 13,101.00

Federal Aid Requested 19,651.50

$ 32,752.50

State funds for Construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for Maintenance - Resolution, Aug. 17, 1917; Chapter 257, Laws 1917.

CONTRACT #1021,
1052,

PR 135-A Rock Creek-Big Noise Creek 1929

1021.1052

PR 135-A Rock Creek-Big Noise Creek 1929

1021,1052

April 25, 1930

Maryland Casualty Company
Rodgers Hart Banks Company, Agents
615 Railway Exchange Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we hand you herewith an amended notice of the claim of the Collins Concrete Pipe Company against Nick Cascisto, being in the sum of $46.69 for culvert pipe furnished Mr. Cascisto in connection with his contract for the construction of the Rock Creek-Big Weiss Creek Section of the Columbia River Highway in Clatsop County.

This information is given you as you appear as surety on the bond furnished by Mr. Cascisto in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HDG:EA
Enc.

H. D. Glaisyer
Chief Clerk

cc N. C. Cascisto

April 25, 1950

Mr. Hal E. Hoss
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

We acknowledge receipt of your letter of the 23rd instant enclosing amended notice of the claim of the Collins Concrete Pipe Company against Nick Cassiato which was submitted in triplicate, these being a certified copy.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

Hon
Secretary of State

C. N. Lauderback
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

April 23, 1930

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Collins Concrete Pipe Company, for concrete culvert pipe and hauling furnished in the sum of $46.69 against the bond taken from Nick Casciato, principal, and the Maryland Casualty Company, as surety, for the construction and/or repair on what is known as Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

NOTICE OF CLAIM

To HAL HOSS - Secretary of State
THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON
THE COUNTY CLERK OF CLATSOP COUNTY, OREGON:

NOTICE is hereby given that the undersigned, COLLINS CONCRETE PIPE COMPANY, an Oregon corporation, has a claim for $146.69 for concrete culvert pipe, which said sum includes $2.75 for hauling in connection therewith, and upon which said sum there has been paid $100.00 leaving an unpaid balance of $46.69.

That the aforementioned materials and hauling are a claim against the bond of Nick Casciato as principal and the Maryland Casualty Company, a corporation, as surety.

That said materials and hauling were furnished the aforementioned principal and actually used in connection with constructions and/or repair on that certain public road in Clatsop County, Oregon, known as Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

COLLINS CONCRETE PIPE COMPANY

By STEPHEN W. MATTHIEU
Attorney and Assistant Secretary

ENDORSED:
File No. 831
Filed April 23, 1930, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Collins Concrete Pipe Company, for concrete culvert pipe and hauling furnished in the sum of $46.69 against the bond taken from Nick Casciato, principal, and the Maryland Casualty Company, as surety, for the construction and/or repair on what is known as Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County, Oregon, with the original notice of claim filed in the office of the Secretary of State on April 23, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of April, A. D. 1930.

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Collins Concrete Pipe Company, for concrete culvert pipe and hauling furnished in the sum of $46.69 against the bond taken from Nick Casciato, principal, and the Maryland Casualty Company, as surety, for the construction and/or repair on what is known as Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County, Oregon, with the original notice of claim filed in the office of the Secretary of State on April 23, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of April, A. D. 1930.

Hal E Hoss

Secretary of State

#1052
4 OF
PR 135a

April 24, 1930

Collins Concrete Pipe Company
Portland, Oregon

Gentlemen:

This acknowledges receipt of your amended notice of claim against Mr. Nick Cancilosa, being in the sum of $46.60. We note that you have changed the name of the section of the highway for which you furnished culvert pipe and it now reads correctly.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HEG:S

Chief Clerk

RECEIVED
APR 28 1933
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM

To HAL HOSS Secretary of State
THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON
THE COUNTY CLERK OF CLATSOP COUNTY, OREGON:

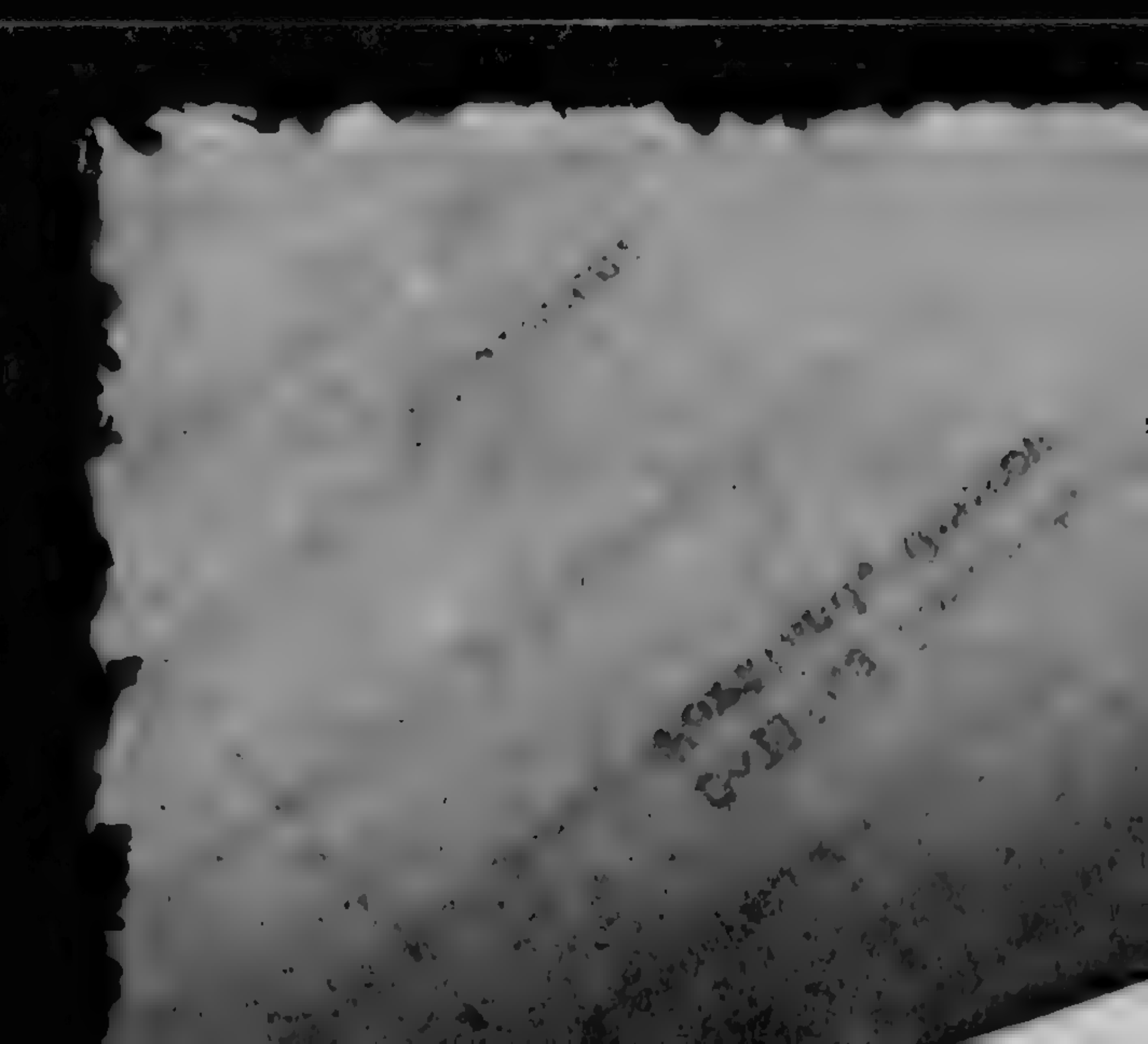
NOTICE is hereby given that the undersigned, COLLINS CONCRETE PIPE COMPANY, an Oregon corporation, has a claim for $146.69 for concrete culvert pipe, which said sum includes $2.75 for hauling in connection therewith, and upon which said sum there has been paid $100.00 leaving an unpaid balance of $46.69.

That the aforementioned materials and hauling are a claim against the bond of Nick Casciato as principal and the Maryland Casualty Company, a corporation, as surety;

That said materials and hauling were furnished the aforementioned principal and actually used in connection with constructions and/or repair on that certain public road in Clatsop County, Oregon, known as Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

COLLINS CONCRETE PIPE COMPANY

By Stephen W Matthieu
Its Attorney and Assistant Secretary



#1105-2
40F

PR135a

April 24, 1930

Mr. Hal E. Hoss
Secretary of State
State Capitol Building
Salem, Oregon

Dear Sir:

Attention: Edith Libby

This acknowledges receipt of your letter of the 18th instant in which you enclose three certified copies of the notice of the claim of the Colling Concrete Pipe Company against Nick Cascisto, being in the sum of $46.80 for concrete culvert pipe furnished Mr. Cascisto in connection with his contract for the construction of the Sant Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

We are today forwarding copies of this notice to the contractor and to the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HEG:S

H. E. Glaisyer
Chief Clerk

April 24, 1939

Maryland Casualty Company
Rodgers Hart Banks Company, Agents
615 Railway Exchange Building
Portland, Oregon

Gentlemen:

We hand you herewith, at the request of the Secretary of State, certified copy of a notice that has been filed in his office by the Collins Concrete Pipe Company, being their claim against Mr. N. C. Casciato in the sum of $46.00 for concrete culvert pipe furnished Mr. Casciato in connection with his contract for the construction of the Gnat Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

This notice is sent you as you appear as surety on the bond furnished by Mr. Casciato in connection with this work.

We note that the section of the highway mentioned is Gnat Creek-Big Noise Creek. This is incorrect. It should have been Rock Creek-Big Noise Creek. An amended notice of claim has been filed in the Secretary of State's office correcting this error.

Very truly yours

Roy A. Klein
State Highway Engineer

By
H. R. Glaisyer
Chief Clerk

HRG:S
cc Nick Casciato

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

STATE HIGHWAY

April 18, 1930

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Collins Concrete Pipe Company, a corporation for concrete culvert pipe and hauling furnished in the sum of $46.69 against the bond taken from Nick Casciato, principal, and the Maryland Casualty Company, surety, for the construction and/or repair of that certain public road in Clatsop County, Oregon, known as Gnat Creek-Big Noise Creek Section of the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED H. B. G.

NOTICE

To HAL HOSS, Secretary of State
THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON
THE COUNTY CLERK OF CLATSOP COUNTY, OREGON;

NOTICE is hereby given that the undersigned, COLLINS CONCRETE PIPE COMPANY, an Oregon corporation, has a claim for $146.69 for concrete culvert pipe, which said sum includes $2.75 for hauling in connection therewith, and upon which said sum there has been paid $100.00 leaving an unpaid balance of $46.69

That the aforementioned materials and hauling are a claim against the bond of NICK CASCIATO as principal and the MARYLAND CASUALTY COMPANY, a corporation, as surety;

That said materials and hauling were furnished the aforementioned principal and actually used in connection with the construction and/or repair on that certain public road in Clatsop County, Oregon, known as Gnat Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

COLLINS CONCRETE PIPE COMPANY

By STEPHEN W. MATTHIEU
Its Attorney and Assistant Secretary

ENDORSED:
File Number 828
Filed April 18, 1930 HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Collins Concrete Pipe Company, a corporation, for concrete culvert pipe furnished in the sum of $46.69 against the bond taken from Nick Casciato, principal, and the Maryland Casualty Company, surety, for the construction and/or repair of that certain public road in Clatsop County, Oregon, known as Gnat Creek-Big Noise Creek Section of the Columbia River Highway, with the original notice of claim filed in the office of the Secretary of State on April 18, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of April, A. D. 1930.

Hal E Hoss

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Collins Concrete Pipe Company, a corporation, for concrete culvert pipe furnished in the sum of $46.69 against the bond taken from Nick Casciato, principal, and the Maryland Casualty Company, surety, for the construction and/or repair of that certain public road in Clatsop County, Oregon, known as Gnat Creek-Big Noise Creek Section of the Columbia River Highway, with the original notice of claim filed in the office of the Secretary of State on April 18, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 18th day of April, A. D. 1930.

Hal E. Hoss

Secretary of State

#1052
4CF

PR 135a

April 18, 1928

Maryland Casualty Company
Rodgers, Hart Banks Company, Agents
615 Railway Exchange Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a notice from the Collins Concrete Pipe Company to the effect that they have a claim against N. C. Casciato in the sum of $46.00, being for concrete culvert pipe furnished Mr. Casciato in connection with his contract for the grading of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

This information is given you as you appear as surety on the bond furnished by Mr. Casciato in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Claiger
Chief Clerk

EBG:S

cc N. C. Casciato

April 18, 1930

Collins Concrete Pipe Company
Portland, Oregon

Gentlemen:

This acknowledges receipt of your notice of claim against N. C. Cassiato, being your claim in the sum of $46.69 for concrete culvert pipe furnished Mr. Cassiato in connection with his contract for the construction of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

In accordance with our usual practice we are calling this matter to the attention of the contractor and to the surety on his bond.

We wish to call your attention to the fact that the name of the section is Rock Creek-Big Noise Creek Section instead of Gnat Creek-Big Noise Creek as set forth in your notice.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

N O T I C E

To HAL HOSS, Secretary of State
THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON
THE COUNTY CLERK OF CLATSOP COUNTY, OREGON;

NOTICE is hereby given that the undersigned, COLLINS CONCRETE PIPE COMPANY, an Oregon corporation, has a claim for $146.69 for concrete culvert pipe, which said sum includes $2.75 for hauling in connection therewith, and upon which said sum there has been paid $100.00 leaving an unpaid balance of $46.69

That the aforementioned materials and hauling are a claim against the bond of NICK CASCIATO as principal and the MARYLAND CASUALTY COMPANY, a corporation, as surety;

That said materials and hauling were furnished the aforementioned principal and actually used in connection with the construction and/or repair on that certain public road in Clatsop County, Oregon, known as Gnat-Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

COLLINS CONCRETE PIPE COMPANY

By Stephen W Matthews
Its Attorney and Assistant Secretary

PR 135-a

April 9, 1930

Puget Sound and Alaska Powder Co.
307 Pioneer Building
Seattle, Washington

Attention: E. C. Beales,
Secretary

Gentlemen:

Replying to your inquiry of the 8th instant concerning a contract awarded to E. C. Cassiato for the grading of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County wish to say that the surety on the bond furnished in connection with this contract is the Maryland Casualty Company, for whom Rodgers, Hart and Banks Company are local agents, with offices in the Railway Exchange Building, Portland, Oregon.

You are correct in your understanding that this job was awarded originally to Mr. George Abraham and was later assigned to Mr. Cassiato. This contract was completed by Mr. Cassiato on August 29, 1929.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

ROY HOBART, Vice Pres
H.G. BEALES, Secy-Treas

Puget Sound and Alaska
POWDER
Company

VULCAN
KICK IN EVERY STICK
STUMPING POWDERS and DYNAMITE
FOR
LAND CLEARING ROAD WORK
COAL MINING AND ROCK WORK

SALES OFFICE.
307 PIONEER BUILDING
SEATTLE
PHONE MAIN 5110
PORTLAND OFFICE
918 BOARD OF TRADE BLDG.
PHONE BROADWAY 1807
SPOKANE OFFICE
501 ROOSERY BLDG.
PHONE MAIN 1827

ADDRESS
REPLY TO

Seattle, Washington,
April 8, 1930.

State Highway Department,
Salem, Oregon.

Gentlemen:

RE: CONTRACT ROCK CREEK-BIG NOISE CREEK
SECTION, COLUMBIA RIVER HIGHWAY.

Will you kindly furnish us with information concerning the above contract which was held by George Abraham, 3918 - 56th Street, Southeast, Portland, Oregon, giving name of bonding company, date finished, etc.? We understand this job was awarded to Mr. Abraham and assigned by him to N. C. Casciato.

Thanking you for your courtesy in this connection, we are

Yours very truly,

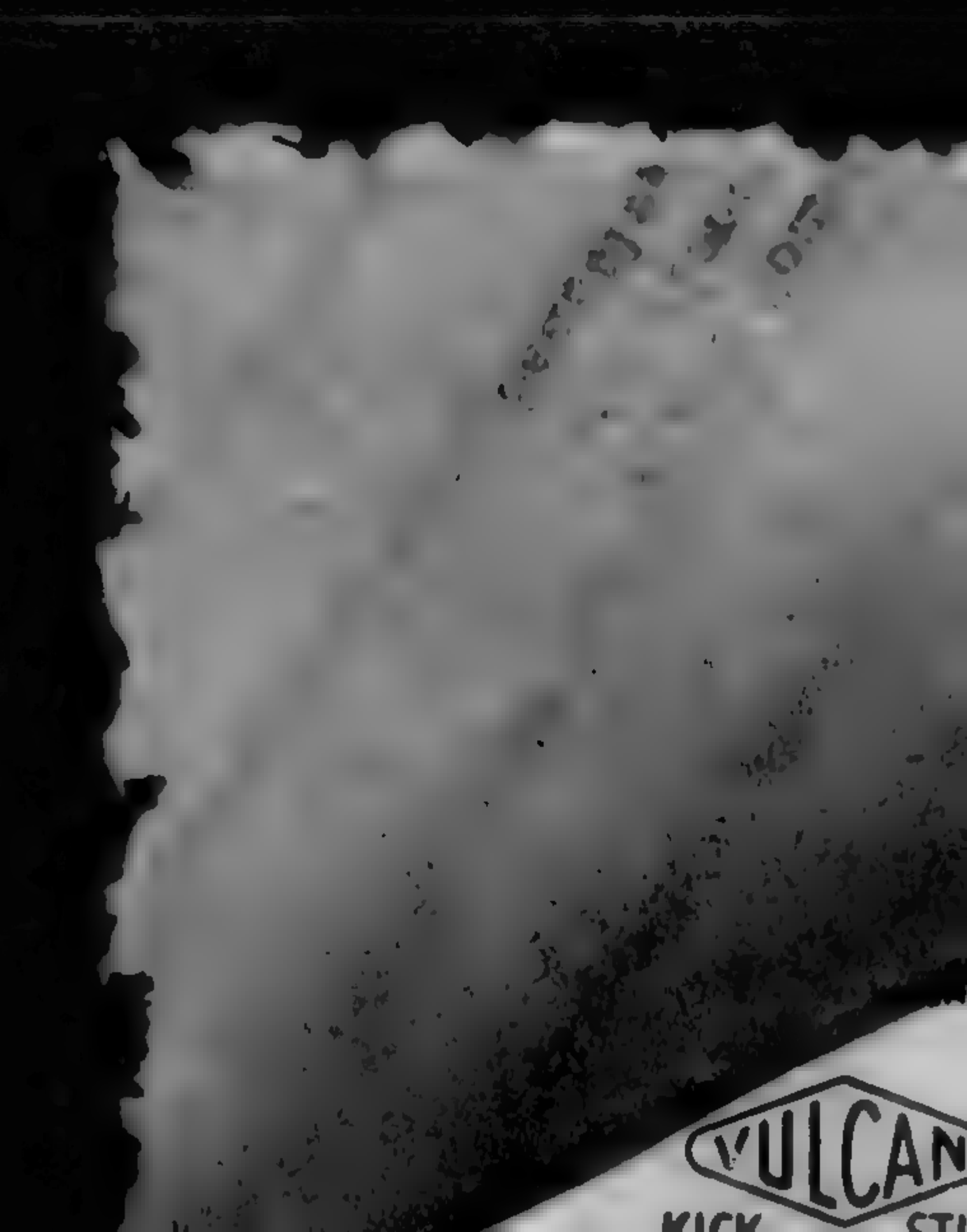
PUGET SOUND & ALASKA POWDER CO.

HGB:FW

By H G Beales
Secretary.

#105

ANSWERED
H. B. G.


VULCAN

#1052
48F

PR 135a

INCORPORATED 1898

MARYLAND CASUALTY COMPANY

F. HIGHLANDS BURNS, PRESIDENT.

CABLE ADDRESS "MARCASCO"

PLEASE ADDRESS REPLY TO WRITER AND QUOTE CAPTION

HOME OFFICE. - BALTIMORE

RODGERS-HART-BANKS CO.
General Agents
615 Railway Exchange Building
PORTLAND, OREGON

October 2nd, 1929.

Oregon State Highway Commission,
Salem,
Oregon.

Attention: Mr. H.B.Claisyer.

Gentlemen:

We have your letter of October 1st with copy of a letter received by you from the Pacific Machine & Blacksmith Company, Inc., of Astoria, Oregon.

We have taken this matter up with Mr. Nick Casciato and this bill will be paid just as soon as he gets the draft which is payable on or about October 11th.

We are writing the Pacific Machine & Blacksmith Company, Inc., at Astoria and will ad vise you as soon as the bill is paid.

Thanking you for your letter, we are

Yours very truly,

RODGERS HART-BANKS CO.
Geo. L. Rodgers
Manager

ISR:F

NOTED
H. B. CLAISYER

CASUALTY INSURANCE AND SURETY BONDS

#1052

October 1, 1929

Maryland Casualty Company
Rodgers Hart Banks, Agents
615 Railway Exchange Bldg.
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a letter that we have received from the Pacific Machine and Blacksmith Company, Inc., at Astoria, Oregon, in which they advise us of their claim against Nick Cassiato in the sum of $699.09 for material and labor furnished Mr. Cassiato in connection with his contract for the grading of the Hook Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County, State Highway contract #1052.

This notice is sent to you as you appear as surety on the bond furnished by Mr. Cassiato in connection with this work.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:EF
cc Mr. Nick Cassiato
751 Milwaukie St.
Portland, Oregon

October 1, 1929

Pacific Machine & Blacksmith Co. Inc.
14th Street and Waterfront
Astoria, Oregon

Attention: Mr. Alex Brenner, Pres.

Gentlemen:

This acknowledges redeipt of your letter of the 27th ultimo in which you advise us of your claim in the sum of $328.89 against Nick Cassiato for labor and material furnished him in connection with his contract with the State Highway Commission for the grading of the Rock Creek-Big Noise Creek Section of the Columbia River Highway, in Clatsop County.

In connection with this contract, Mr. Cassiato furnished the State a surety bond in the sum of $22,410.00, which was for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered for your protection. We would suggest that you file a notice of your claim with the agents of this bonding company, and if you are not successful in securing satisfactory payment by so doing, then you still have recourse through action in the courts, and should file a notice of your claim with the Secretary of State, in accordance with the provisions of Section 2991 of the Oregon Laws, a mimeographed copy of which we enclose for your further information.

The surety in the above mentioned bond is the Maryland Casualty Company, for whom Rodgers Hart Banks Company are local agents, with offices in the Railway Exchange Building, Portland, Oregon.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

ALEX BREMNER, President — WALTER CHRISTOFFERSON, Vice-President — HARRY OLSEN, Secretary-Treasurer

Pacific Machine & Blacksmith Co., Inc.

General Machinists and Blacksmiths

Boiler Work, Oxy-Acetylene Welding and Cutting
All Kinds Logging Rigging and Boat Irons

TELEPHONE 1162

14TH STREET AND WATERFRONT

H 105 ✓

ASTORIA, OREGON,
Sept. 27, 1929.

State Highway Commission
Salem, Oregon.

Gentlemen:

Please be advised that we hold a bill of $328.89 against Nick Casciato for material and labor furnished in working on the Columbia River Highway near Gnat Creek at Knappa, Oregon. This bill has not been paid and is for his account in July.

Yours truly,

PACIFIC MACHINE AND BLACKSMITH COMPANY INC.
By Alex Bremner Pres

ANSWERED
H. B.

HPO'CI

PR 135a

Form 89—D-1[illegible]—6M—4-29.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ..... 19[illegible]

Job name ..... Week from ..... to .....

..... Mail address .....

Highway ..... Telegraph or telephone address .....

County ..... Job prefix ..... Express and freight address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible]

NOTED
J. D. CLARKE

RECEIVED
AUG 28 1929
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 1

(See back of this sheet for instructions and detailed information)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 135-a

April 25, 1929.

Mr. N. C. Cassiato,
941 Milwaukie St.,
Portland, Oregon.

Dear Sir:

This letter is to inform you that we have today received a communication from Mr. R. M. Doris, Vice President of the Bank of East Portland, in which he requests that the warrant now due you in connection with your contract for the construction of the Rock Creek-Big Noise Creek Section of the Columbia River Highway be mailed to him direct.

Inasmuch as you at one time assigned this payment to the Bank of East Portland and ordered that the warrant be mailed to them direct we shall comply with Mr. Doris's request unless we hear from you immediately to the contrary. We might state that the warrant will be made out payable to your order and must be signed by you before it can be honored. Any arrangement which you may have with the Bank of East Portland for the distribution of the amount payable under this warrant can be satisfied at the time the warrant is signed by yourself.

In the event that you do not wish us to send a warrant direct to the Bank of East Portland, suggest you wire us to that effect as the warrant will be ready to mail within the next day or two.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Claisyer
Chief Clerk.

HBC:JS

April 25, 1929

Bank of East Portland,
Portland, Oregon.

Gentlemen:

Attention: Mr. R. M. Davis, Vice President.

In response to your request of the 22nd inst., we return to you herewith assignment given you by H. G. Cascisto covering payments due him in connection with his contract for the construction of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

Unless something unforseen arises between now and the time the warrant is ready to deliver, the same will be delivered to you direct.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS
enc.

(COPY)

Portland, Oregon
April 9, 1929

State of Oregon,
State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: Contract #1052, N.C.Casciato,
Portion Lower Columbia Highway
Rock Creek-Big Noise Section,
Clatsop County, Oregon.

Upon consideration of the sum of $1.00, receipt of which is hereby acknowledged, I hereby assign to the Bank of East Portland, of Portland, Oregon, moneys due me or become due me for a period covered from February 15 to March 15, 1929, on estimates on our contract with the State of Oregon for the improvement of the Lower Columbia Highway Rock Creek-Big Noise Section in Clatop County, Oregon, contract #1052.

You are requested to forward to the Bank of East Portland, of Portland, Oregon, warrants issued in payments of said estimates as it becomes due and payable.

Yours truly,

(sgd) N. C. Casciato
Portland, Ore.

Original of this returned to Bank of East Portland 4/23/29
HBS

H. H. NEWHALL, PRESIDENT — [illegible] VICE PRESIDENT — ROGER NEWHALL, [illegible] — C. H. JOHNS, ASSISTANT CASHIER

BANK OF EAST PORTLAND

CAPITAL $100,000.00 RESERVE $80,000.00

PORTLAND, OREGON

April 22,1929

Oregon State Highway Commission,
Salem, Oregon.

Att'n : H.B. Glaisyer,Chief Clerk

Gentlemen:

Re: Contract #1052,Rock Creek-
Big Noise Section of the
Columbia Highway; N.C. Casciato

Will you please return the assignment to us and send the warrant back to us as originally intended.

Yours very truly,

BANK OF EAST PORTLAND

By: R M Dobie

Vice President

RMD:B

ANSWERED
H. B. G.

April 20, 1929

The Bank of East Portland,
Portland, Oregon.

Attention: Mr. R. M. Dobie
Vice President

Gentlemen:

We have your letter of the 19th instant with further reference to the assignment of payments due Mr. Cascisto in connection with his contract for the construction of the Rock Creek-Big Noise Creek Section of the Columbia River Highway, and in reply will say that we have written you nothing further concerning this since our letter of April 10 for the reason that we considered that we had done all that we could concerning this pending receipt of the written consent of the Surety company to the assignment, as we explained to you in our above mentioned letter. We have not yet received this consent of the Surety and until the same is received we can not honor the assignment in its present form.

We are informed by our auditor that the voucher covering the estimate for work done to March 15th is now ready for payment but that the same is being held up pending receipt of the Surety's consent. If this is not received within the next few days then the probabilities are that we shall proceed with the payment of this estimate to Mr. Cascisto in the regular manner, the payment going to him direct. We would suggest that you get in touch with Mr. Cascisto immediately and request him to take care of this matter at the earliest possible moment so that payment will not be delayed more than is absolutely necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
cc N. C. Cascisto

...HALL, PRESIDENT R... ...VICE PRESIDENT ROGER NEWHALL, ... C. H. JOHNS, ASSISTANT CASHIER

BANK OF EAST PORTLAND

CAPITAL $100,000.00 RESERVE $80,000.00

PORTLAND, OREGON

April 19,1929

RECEIVED
APR 20 1929
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Att'n: H.B. Glaisyer,Chief Clerk

Gentlemen:

Re: Nicola Casciato,
Rock Creek-Big Noise Section
of the Columbia Highway

We have heard nothing further from you since your letter of April 10,1929, and we are wondering if the assignment of this claim to the Bank of East Portland is being held up for some reason.

Yours very truly,

BANK OF EAST PORTLAND

By: R M Dobie

Vice President

RMD:B

ANSWERED
H. B. G.

#1052

BANK OF EAST PORTLAND

April 10, 1929

Bank of East Portland,
Portland, Oregon.

Attention: Mr. R. M. Dobie
Vice President

Gentlemen:

We have your letter of the 9th instant enclosing assignment of moneys due or to become due N. C. Cascisto for the period covered from February 15 to March 15, 1929, in connection with his contract for the construction of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

Before this assignment can be accepted it will be necessary for us to have the written consent of the surety company thereto. Please take this matter up with Mr. Cascisto and ask him to see that such a letter is supplied us by the representative of the surety on his bond.

We note in the first paragraph of your letter that you forwarded to the Secretary of State on April 5th the claim of N. C. Cascisto in the sum of $3,924.03 covering the estimate for current work in connection with this contract. This estimate should have been returned to the State Highway Commission. However, we have made inquiry in the office of the Secretary of State to see whether or not they have received it and are advised that they have no record of it ever having been received in their office.

In connection with this particular estimate which Mr. Cascisto wishes to assign to you, we have prepared one of our standard assignment of claim forms which is to be attached to the voucher. This should be signed by Mr. Cascisto and should be returned to us, along with the voucher. We will be pleased to honor it in the event that the consent of the surety company is also received, as mentioned above, provided further that it meets with the approval of our attorney.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. E. Glaisyer
Chief Clerk

HEG:s

[illegible] NEWHALL, PRESIDENT [illegible] VICE PRESIDENT ROGER NEWHALL, [illegible] C. H. JONES, ASSISTANT CASHIER

BANK OF EAST PORTLAND

CAPITAL $100,000.00 RESERVE $80,000.00

PORTLAND, OREGON

RECEIVED
APR 10 1929
STATE OF OREGON

April 9,1929

State Highway Commission,
Salem, Oregon.

Dear Sir:

On April 5th we forwarded to the Secretary of State claim of N.C. Casciato in the sum of $3,924.03 for estimate on contract done on the Lower Columbia Highway Rock Creek-Big Noise Section, Contract # 1052.

We now enclose assigument of this claim to this bank.

Kindly acknowledge receipt of same and oblige,

Yours very truly,

BANK OF EAST PORTLAND

By: R.M. Dolan

Vice President

RMD:B
(encl)

assignment returned to this bank 4/23/29 was not approved by surety

ANSWERED
H. B. G.

H. M. NEWHALL, PRESIDENT R. [illegible] VICE PRESIDENT ROGER NEWHALL, [illegible] C. H. JOHNS, ASSISTANT CASHIER

PR 135-a

BANK OF EAST PORTLAND

CAPITAL $100,000.00 RESERVE $80,000.00

PORTLAND, OREGON

RECEIVED
APR 12 1929
OREGON

April 11,1929

Oregon State Highway Commission,
Salem, Oregon.

Att'n : H.B. Glaisyer, Chief Clerk

Gentlemen:

Answering your letter of April 10th.

We forwarded the claim of N.C. Casciato in connection with his contract for the construction of Rock Creek-Big Noise Section of the Columbia Highway, Clatsop County, to the Secretary of State, and received an acknowledgement April 6th that it had been received. Enclosed is a copy of their letter.

We regret that we made the mistake of not forwarding the claim direct to you. If you are unable to locate this claim, kindly notify us.

Yours very truly,

BANK OF EAST PORTLAND

By: R M Dolan

Vice President

RMD:B
(encl)

NOTED
H B GLAISYER

STATE OF OREGON
Department of State
SALEM

April 6, 1929

Bank of East Portland,

Portland, Oregon.

Dear Sirs: Attention Mr. R.M. Dobie.

Acknowledgement is made of the receipt of yours of April 5th enclosing claim of N.C. Casciato in the sum of $3,924.03, for estimate on contract done on the Lower Columbia Highway Rock Creek-Big Noise Section, Contract number 1052. This claim has been referred to the State Highway Commission for approval before same can be audited and paid by this department.

Very truly yours,

HAL E. HOSS

Secretary of State.

By C.N. Laughrige (signed)

Deputy

CS

March 12, 1919

Crescent Western Company,
Wasco, Oregon.

ER 1554

Attention: W. S. Morrow
Sales Manager

Gentlemen:

Replying to your letter of the 7th instant concerning the contract awarded to Nick Cascisto for the line change between Big Boise Creek and Rock Creek near Enaggs, wish to say that Mr. Cascisto's statement to you about payments is substantially correct. An estimate voucher covering a portion of this work was mailed to him on February 25th for signature but as yet has not been returned. As soon as Mr. Cascisto signs this and returns it to us we will place it in line for immediate payment and it should take only a very few days from receipt of the voucher until the warrant is mailed to him.

Relative to protection offered you for lumber furnished him in connection with this work, will say that he furnished the State with a surety bond for the benefit of labor and material claims and all just debts, dues and demands, which same may prove satisfactory to you for the advancement of future credit. This bond was written by the Maryland Casualty Company, for whom Rodgers Hart Banks Company are local agents, with offices in room 615, Railway Exchange Building, Portland, Oregon.

Replying to the second paragraph of your letter, will say that it is not the practice of this department to honor promiscuous orders given by contractors on funds in connection with state work. We do, however, honor assignments of funds

PLEASE REFER TO FILE NO.-PR 156A

due them if presented in proper form, accompanied by the written consent of the surety on their bond to the assignment. If Mr. Cascisto wishes to execute such an assignment, we will be pleased to honor it. However, the amount of the assignment must agree with the amount of any particular voucher that it is supposed to cover. In other words, we can not split a voucher to take care of an assignment of any given sum. We enclose one of our standard assignment forms. If Mr. Cascisto will insert the amount given on the voucher that is now in his possession and assign the same, returning it to us, with a letter from the surety company approving the assignment, it will be honored by this department.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HEG:S

H. E. Glainyer
Chief Clerk

CROSSETT WESTERN COMPANY

MANUFACTURERS OF

DOUGLAS FIR AND WESTERN HEMLOCK

CROSSETT-WATZEK-GATES INDUSTRIES

CROSSETT WESTERN CO., WAUNA & KNAPPA, ORE.
GATES CREEK LOGGING COMPANY, GLENWOOD, OREGON
JACKSON LUMBER COMPANY, LOCKHART, ALABAMA

CROSSETT LUMBER COMPANY, CROSSETT, ARKANSAS
CROSSETT TIMBER & DEVELOPMENT CO., BASTROP, LA.
FORDYCE LUMBER COMPANY, FORDYCE, ARKANSAS

WAUNA, OREGON

RECEIVED
MAR 9 1929
OREGON
STATE HIGHWAY COMMISSION

March 7th, 1929.

m Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention - Mr. W.D.Clarke, Div.Engineer.

Nick Casciato, contractor, who is carrying out contract with you in the line change at Big Noise and Rock Creeks near Knappa, has purchased some lumber from us incidental to this work for which he agreed to meet our terms of net cash within five days from delivery. His account with us is now about thirty days past due and he claims that because of delayed payments from you, his reserve funds have been exhausted in meeting payments for labor. He wants more lumber but we have told him we cannot give it to him until his present account is liquidated. He states that all he can do is to give us an order on the State for what is owing.

We would like to ask you whether it is customary for contractors on State work to issue such orders on you against funds supposedly due them, and whether you would honor such orders upon presentation by us. Mr. Casciato informs us that he will need soon the bulk of his lumber for this job and since we are his logical source of supply, it is natural we should desire some commitment from you as to the above.

Yours truly,

CROSSETT WESTERN COMPANY.

By W.S.Morrow
W.S.Morrow, Sales Manager.

WSM.C

ANSWERED
H. B. G.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

PR 135-A

IN YOUR REPLY PLEASE REFER TO FILE NO..... Ore. 135-A.

POST OFFICE BUILDING
PORTLAND, OREG.

February 18, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

We a re enclosing herewith an approved copy of "Special Provisions" for Oregon F. A. P. No. 135-A for yodr files.

Yours very truly,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

FEB 11 1929

SPECIAL PROVISIONS

Rock Creek-Big Noise Creek, Grading

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M.(10:00 A.M.) on the nineteenth (19th) day of December, 1928.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 0.79 miles of highway roadbed on the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

The project is located at the crossings of Rock Creek and Big Noise Creek, about nineteen miles east of Astoria and about ten miles west of Westport. The east end of the project is at Station 0+00, and the west end is at Station 1048+00, there beingan equation between of 22+90.4 equals 1029+00.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than July 31, 1929.

CLEARING AND GRUBBING

The area to be cleared and the area within which all required grubbing shall be performed for the lump sum price bid for "Clearing and Grubbing" shall be the area included within certain lines which in these specifications will be called "clearing limit lines." The locations of the clearing limit lines are indicated on the plans by lines marked "clearing limits."

CLASSIFICATION OF EXCAVATION

Under this contract, all classes and kinds of excavation shall be paid for at the same price, which price shall be the price bid for "Excavation, Single Classification."

CONDUCT OF WORK IN VICINITY OF STATION 1037+50

In order that there may be as little interference with traffic as is possible, the work at about Station 1037+50, where the new grade intersects the old grade, shall be conducted as follows:

APPROVED: R. J. Mason
ACTING CHIEF, BUREAU OF PUBLIC ROADS.

FEB 11 1929

1. A temporary detour roadway about 220 feet in length shall be graded along the east or south side of the existing paved roadway, the alignment and grade of the same to be approximately as indicated on the plans.

2. This temporary detour roadway shall be provided with a plank surfacing of the design indicated in the plans, and after the plank surfacing is in place, the highway traffic shall be detoured over it.

3. That part of the big cut between Stations 1033 and 1038, which lies to the west or north of the detour roadway shall then be excavated to specified grade and cross-section. This excavation will take out a part of the existing paved roadway, leaving a gap in this roadway about 100 feet in length and fifteen feet in depth.

4. The portion of the existing roadway which has thus been taken out shall be replaced by a timber trestle.

5. As soon as the timber trestle is completed, the highway traffic shall be returned to the paved roadway, the planking on the temporary detour roadway shall be taken up, and the excavation of the big cut shall be continued.

TRESTLE CONSTRUCTION

The trestle to be constructed at about Station 1037+50 as above provided, shall be constructed in accordance with a design to be furnished by the State Highway Department and in accordance with the specifications for "lumber and timber" which appear on pages 86 and 87 of the standard specifications. The design will be similar to the standard trestle design shown in the back of the specification form, except that it will call for quite materially lighter construction. No painting or carbolineum treatment will be required. The clear width of deck will be nineteen feet.

For the construction of the trestle, the contractor will receive payment at the price bid per M-FBM for "Lumber and Timber."

PLANK SURFACING

The temporary plank surfacing shall be constructed in accordance with the design shown on the plans and in accordance with the specifications for "lumber and timber" which appear on pages 86 and 87 of the standard specifications.

All materials used in the plank surfacing construction shall be No. 1 Common Fir or better.

Immediately following the completion of the timber trestle at Station 1037+50, the plank surfacing shall be taken up and all materials therein shall be salvaged for the state by being carefully separated one piece from another, by having all nails and spikes carefully extracted and by being neatly piled at some point where they can be conveniently reached by trucks when needed.

For the construction of the plank surfacing, the taking up of the same and the salvaging of the materials, the contractor will receive payment at the price bid per M-FBM for "Lumber and Timber," the quantity to be paid for to be the quantity of lumber and timber actually furnished and used in the work.

CONSTRUCTION OF DETOUR ROAD

The detour road to be constructed at about Station 1037+50 as above provided, shall be constructed in the position with reference to the existing paved road that is indicated in the plans, and the materials excavated in connection with its construction shall be placed in the new highway embankment between Stations 1038 and 1041.

For the work involved in constructing this detour road and in the placing of the materials in the embankment, payment will be made at the price bid per cubic yard for "Excavation, Single Classification." As the materials are within free haul distance of the embankment, the cost of hauling the materials to the embankment shall be understood to be included in the payment for the excavation, and no additional allowance for hauling will be made regardless of the distance that the materials may actually have to be hauled. Also, if the contractor elects to pile and rehandle the excavated materials in preference to hauling them directly to the embankment, the expense of the piling and rehandling must be borne by him.

REMOVAL OF PAVEMENT

Payment for the tearing up of the part of the existing pavement which is to be replaced by the timber trestle as above provided, and for the depositing of the same in the new embankments will be made at the price bid per cubic yard for "Excavation, Single Classification."

PAVEMENT TO BE LEFT IN PLACE

Except at the point where the existing pavement is to be replaced by timber trestle as above provided, the existing paved roadway shall be left in place for the use of traffic. Only such, however, of the excavation necessary to complete the new project to the grades and cross-sections indicated by the plans shall be left in place as is necessary to support the existing roadway. The excavations shall in all cases be carried as close to the pavement as the engineer will permit.

SAFEGUARDING OF TRAFFIC

The contractor shall conduct his operations in such manner as will cause the minimum of interference with traffic, and he shall do everything reasonably possible to safeguard the travelling public and to avoid conditions which will endanger or inconvenience traffic in any way. He shall avoid as far as possible the hauling of materials and the movement of equipment upon, over or across the paved roadway, and whenever these things can not be avoided, he shall post flagmen and take whatever other precautions may be necessary to properly control and protect traffic. He shall avoid stopping, standing or storing equipment and materials on or close to the paved roadway. He shall not allow the pavement to become muddy or slippery on account of his operations any more than is absolutely necessary, and whenever the pavement is muddy or slippery by reason of his operations, he shall provide flagmen to insure the slowing down of traffic.

The contractor shall be held responsible for any accidents, damage or injuries that may be attributable to the work involved under this contract or that may be attributable to any negligence on the part of the contractor or his employes or to his or their failure to properly conduct the work and safeguard traffic.

GAS TAX REFUND

It is understood that the prices bid by the contractor for the work to be done under this contract include the state tax on all gasoline, distillate and other motor fuels used in the performance of the work (including that used in shovels, pumps, compressors, and other equipment and machinery as well as that used in trucks,) and it is agreed that if any refund of said state tax is received by the contractor or by his subcontractors or employes, the amount thereof shall either operate as a credit to the state on amounts due to the contractor under this contract or shall be paid to the state by the contractor, in cash.

SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and it must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

The amount of the surety bond shall be as indicated in the following table:

Amount of Contract	Amount of Bond
Less than $50,000.00	100% of amount of contract
$50,000 to $100,000.00	$50,000.00
More than $100,000.00	50% of amount of contract

PROPOSAL GUARANTY

Bid bonds will be accepted as proposal guaranties in connection with this project only when they are executed upon the State Highway Commission's standard proposal bond form for state projects, copy of which bond form is attached between pages 12 and 13 of the proposal form. Oregon and Washington agents of nearly all incorporated surety companies are supplied with copies of this standard form, and their copies may be used when circumstances make it inconvenient to secure an execution of the bond on the copy which accompanies the proposal form. If desired, the bond form which accompanies the proposal form may be detached for separate execution.

PRIVILEGE OF BIDDING ON SEVERAL PROJECTS WITH LIMITATION ON AWARDS

A bidder who desires to bid on more than one project at a single letting, but who desires to protect himself against receiving the award of more projects than he is equipped to handle, may bid on any number of projects, securing the protection desired by writing in on page 8 of the proposal form for each project bid on, a statement limiting either by number of projects or by total of contract amounts, the volume of work that may be awarded to him. The statement shall be written into the proposal form for each and every project bid on, and in each case the wording shall be the same.

If the volume of work is to be limited by the number of projects, the wording of the statement must be as follows:

"This bid is conditioned upon my (or our) not being awarded contracts for more than _ _ _ _ of the projects on which I (or we) have bid at this letting."

If the volume of work is to be limited by the total of the contract amounts, the wording of the statement must be as follows:

"This bid is conditioned upon my (or our) not being awarded contracts at this letting for an aggregate total amount in excess of _ _ _ _

SPECIAL PROVISIONS

LAWS GOVERNING CLEARING OPERATIONS

The attention of the contractor is called to the provisions of Section 22 of Chapter 281 of the General Laws of Oregon, 1925, as amended by Section 9 of Chapter 388, Laws of 1927, which section reads as follows:

"Sec. 22. Clearing Rights of Way; Filing of Description; Permit Necessary Therefor; Forester Authorized to Prescribe Conditions and Manner of Clearing; Penalty. Every one shall, before clearing any right of way for any highway or railroad, or any power, commercial telegraph or telephone line, or for any transmission or transportation utility right of way on any forest land within this state, whether upon his, their or its own land or that of another, where the clearing of such right of way would constitute a fire hazard, file with the forester [F. A. Elliott, Salem, Oregon] a general description of the right of way to be cleared and the forester shall issue a written permit for such clearing, which permit shall set forth the precautionary conditions and manner under which such clearing shall be done; provided, that the above requirements shall not apply to railroad spurs not exceeding one-half mile in length nor to temporary minor wagon roads to be used for transporting forest material; but it shall be unlawful at any time for any one engaged in clearing any right of way or any forest land to place on adjoining land or property any forest material or debris resulting from such clearing without the permission of the owner of such adjoining land. Refusal or neglect to comply with the provisions of this section or with the terms of such permit shall be deemed a misdemeanor and, upon conviction thereof, the offender shall be punished by a fine of not less than twenty-five dollars ($25) nor more than two hundred and fifty dollars ($250) for each offense.

The contractor agrees that in the performance of the work to be done under this contract, he will comply fully with the provisions of said Section 22, as well as with the provisions of all other laws and governmental requirements.

November, 1927.

ANNULMENT OF CONTRACT

The "Annulment of Contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and it shall be superseded by the following provisions:

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditor; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or instructions of the engineer; or otherwise be guilty of a substantial violation of any provision of the contract, then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days' written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractor's default, shall be certified by the engineer.

RIGHT OF COMMISSION TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the State Highway Commission, after three days' written notice to the contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor.

Form 34—C-9210—1M—7-28.

PR 135-a

OR[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Jan 28, 1929

Job name Big Pine-Rock Cr. Grading

Week from Jan 20 to Jan 26

Mail address Bootleg Ore

Highway Lake County

Telegraph or telephone address

County Klamath Job prefix 225

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Clearing started the first week
on Grade. Found all rock
Hauled out Tools and Supplies
on Hud Truck Sat and Sun. Commenced
work Monday AM.
Contractor moved to start grading on
Monday Jan 28 but did not finish Clearing
will be Ex shape to finish Starting Grading
at least Tues

RECEIVED
FEB 2 1929
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed D Robinson

Title Asst Engr.

GRADING CONSTRUCTION

Total miles of grading in project 0.79

Miles completed —

Miles completed except finishing —

Total cubic yards in project 44000

Cubic yards moved to date —

Miles covered by contractor's forces —

Miles cross-sectioned 0.1

Miles cross-sections completed and checked —

Miles to be remeasured 0.79

Number men in Engineering Party 4

Contractor's average force for week 6 *men,*

..... *teams,* 1 905 ~~steam~~ *shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* APF ..... *Percentage* 34 %
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR-135-A

Jan. 25, 1929.

U. S. Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate on basis for project agreement, covering the Rock Creek-Big Boise Creek Section, Project No. 135-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Directed by
J. H. Nash.

encl.

Oregon State Highway Department — Project 198-A

ROCK CREEK-BIG NAIAS CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY IN CLATSOP COUNTY

(Estimate on basis of modified agreement. Based on contract prices)

Salem, Oregon, Jan. 22, 1920.

All Required	Clearing & Grubbing		$775.00
44,000 cu.yds	Excavation, Single Classification	.40	17,600.00
51,000 yd.sta.	Overhaul	.05	2,550.00
40 lin.ft.	24" Concrete pipe	3.00	120.00

Rock Creek and Big Naias Creek Bridges (under 20' spans)

200 cu.yds	Excavation	2.50	500.00
436 " "	Class "A" Concrete	18.50	8,067.00
36,000 lbs.	Metal Reinforcement	.065	2,340.00
	Sub-total		30,954.00
	10% Engr. & Cont.		3,095.46
	Total		$33,719.46

Length of Project 0.7 55 miles
Cost per mile $62,522.00

State Funds Available	$18,915.46	
Federal Aid Requested	14,804.00	(43.906%)
	$33,719.46	

State Funds for Construction - Chapter 178, Laws 1917; Chapter 51, Laws 1919.

State Funds for Maintenance - Resolution Aug. 17, 1917; Chapter 257, Laws 1917.

PR 136-A.

January 31, 1929

Mr. H. C. Cancinto,
741 Milwaukie St.,
Portland, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:M

Enc. 1.

PR 1854

January 9, 1929

Mr. N. O. Cascisto,
741 Milwaukie St.,
Portland, Oregon.

Dear Sir:

We are sending to you today by express four copies of the contract that has been awarded to Mr. George Abraham and assigned by him to you for the grading of the Rock Creek-Big Noise Creek Section of the Columbia River Highway in Clatsop County, being State Highway Contract No. 1052.

Please sign these as to agreement and bond (see pages 93, 94, and 95) and also sign the assignment form in the front of this book. This assignment form must also be signed by Mr. Abraham. When they have all been signed as indicated above, return all copies to this office for execution on the part of the State Highway Commission, following which we will be pleased to furnish you a copy for your records and files.

Your special attention is called to that paragraph on page 7 relating to the Oregon Workmen's Compensation Act. You will be expected to accept the terms of this Act, and to carry on your work in strict compliance with the provisions thereof.

Very truly yours,

Roy A. Klein
State Highway Engineer

By H. B. Claiborne
Chief Clerk.

RBC:M

cc. Mr. George Abraham,
5919 56th St., S.E.
Portland, Oregon

Form 44—A-3221—2M—12-26.

STATE OF OREGON
HIGHWAY DEPARTMENT

TABULATION SHEET

East & Coast
Rock Creek - Big Boise Cr. Rds.

#PF
P.R.-135A
12/16/26

Cl. & Gr	All Specified					$ 2,500.
Excav.	Single	Class	C.Y.	44000	$ .50	22,000
Ost			Ctg.	5-3000	.03	1,590.
Shr. Tbr			M. F.B.M.	47	50.00	2,350.
Conc. Culv. Pipe 24"			Lin ft.	40	2.50	100
						$ 28,540
		10%	Eng & Cont.			2,854
						$ 31,394

1021
Clatsop Co

PR 135a

March 23, 1928

Metropolitan Casualty Insurance Co. of New York,
Fred A. Schlink Company, Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Lindstrom & Feigenson on contract No. 1021 for the construction of the culverts over Rock Creek and Big Noise Creek on the Columbia River Highway in Clatsop County.

This payment will be made on or after April 2nd, 1928.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 135A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 29, 1928.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 135-A, Big Noise Creek-Rock Creek section of the Columbia River Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

L. J. Caufield,
Assoc. Highway Engineer.

J.W.D.

A4Pr 3097

Form P. R. 2

State Oregon

Project No. 135, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of January, 1928

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 28th day of September, 1927, a project statement, which was approved by the Secretary on the 23rd day of November, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of November 1927, and approved by the Secretary on the 11th day of February, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fourteen thousand, eight hundred nine and 27/100

dollars ($14,809.27) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chapter 175, Laws of 1917; Chapter 31, Laws of 1929.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 0+00 in the S.E.¼ of Sec. 14, T.8 N., R.7 W., W.M., near Big Noise Creek, and survey station 1048+00 in the S.E.¼ of Sec. 15, same township and range, near Rock Creek,

terminal points, a distance of 0.793 miles, known locally as the Columbia River Highway between Astoria and Portland, Clatsop County, being Section A of Oregon Federal Aid Project No. 135.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

JAN 13 1928 8 45 AM
FEB 25 1928 8 50 AM
JAN 21 1928 7 47 AM

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary. STRICKEN OUT

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of fourteen thousand, eight hundred nine and 27/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of forty-seven thousand, seven hundred sixty-six and 95/100 dollars, the approved total estimated cost of Section A of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

_____

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—8516

FEB 29 1928 JUL 21 1925 JUN 13

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____ upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

* (Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 11th day of February, 1918.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL]

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

_____
Secretary of Agriculture.

8—5578

EXECUTE AGREEMENTS SEE HIGHWAY DEPARTMENT FOR AUTHORITY TO PROJECT NO. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 in the S.E.¼ of Sec. 14, T.8 N., R.7 W., W.M., near Big Noise Creek, and survey station 1048+00 in the S.E.¼ of Sec. 15, same township and range, near Rock Creek,

locally known as the Columbia River Highway between Astoria and Portland, Clatsop County, and designated in the records of this Department as Project No. 135 Section A of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 47,766.95 as the total estimated cost of said project Section A of, and the sum of $ 14,809.27 as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 11th day of February one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. N. Dunlap
Acting Secretary of Agriculture.

GPO

GOVERNMENT PRINTING OFFICE 3—4820

December 8, 1927.

R 135-A

Mr. C. H. Purcell
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Rock Creek-Big Boise Creek Section, Oregon Federal Aid Project No. 135-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Frobert
Office Engineer

Dict by J. W. DeSouza/AP

Encl.

Oregon State Highway Department — Project 126-A

ROCK CREEK-BIG NOISE CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY

IN CLATSOP COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, December 5, 1927

All Required	Clearing and Grubbing		$3,500.00
46,000 cu.yds	Excavation	.60	27,600.00
55,000 yd.sta.	Overhaul	.03	1,650.00
40 lin.ft	24" Culvert Pipe	3.50	140.00
Rock Creek and Big Noise Creek Bridges (Under 20' Span)			
300 cu.yds	Excavation	3.00	900.00
435 cu.yds	Class "A" Concrete	18.50	8,047.50
38,000 lbs	Metal Reinforcement	.045	1,647.00
	Sub-total		43,424.50
	10% Engr. & Cont.		4,342.45
	Total		$47,766.95

Length of Project 0.795 miles
Cost per mile $60,235.75

State Funds Available $ 32,957.68

Federal Aid Requested 14,809.27 (31.00317%)

$ 47,766.95

State funds for construction - Chapter 175, Laws 1917; Chapter 31, Laws 1919

State funds for maintenance - Res. Aug. 17, 1917; Chapter 257, Laws 1917.

PR 135A

December 3rd, 1927

Lindstrom & Feigenson
Worcester Bldg.
Portland, Oregon.

Gentlemen:

We are today sending you by express four copies of Federal contract No. 1021 awarded to you by the State Highway Commission on November 17th, 1927, covering the construction of a bridge over Rock Creek and Big Boles Creek near Dermont on the Columbia River Highway in Gilliam County.

Please execute all four copies as to agreement and bond and return all four copies to this office for completion by the Highway Commission. We will then see that you are furnished an executed copy of this contract and will also send a copy to the surety appearing on your bonds.

Your special attention is called to the paragraph on page 10 of this contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glainyer,
Chief Clerk.

JB

UNITED S[illegible]S DEPARTMENT OF AGRICU[illegible]E

BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING,
PORTLAND, OREG.

November 10, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

PR 13 V A

Dear Sir:-

Reference is made to your letter of November 8th relative to Oregon Federal Aid Project 135-A, Rock Creek - Big Noise Creek Section of the Columbia River Highway.

We do not understand just what is desired in this instance, for if the culverts only are submitted the Federal aid would be paid on a mileage basis, which would mean the total Federal aid would be less than $60, as the total length on which Federal aid would be based would be but 17 or 18 feet.

It is our suggestion that the total project be placed under agreement, using the estimate submitted as the agreement estimate as to grading items, and the section of the estimate covering the two culverts can be revised to contract prices afterwards. In this way we could pay the 30% on the amount of work completed, and the estimate could be revised when grading contract is let.

Very truly yours,

C. H. PURCELL
District Engineer

By [signature]
Associate Highway Engineer.

RECEIVED
NOV 14 1927
OREGON
STATE HIGHWAY COMMISSION

November 10, 1927.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to your letter of November 5th relative to Oregon Federal Aid Project 135-A, Rock Creek - Big Noise Creek Section of the Columbia River Highway.

We do not understand just what is desired in this instance, for if the culverts only are submitted the Federal aid would be paid on a mileage basis, which would mean the total Federal aid would be less than $60, as the total length on which Federal aid would be based would be but 17 or 18 feet.

It is our suggestion that the total project be placed under agreement, using the estimate submitted as the agreement estimate as to grading items, and the section of the estimate covering the two culverts can be revised to contract prices afterwards. In this way we could pay the 30% on the amount of work completed, and the estimate could be revised when grading contract is let.

Very truly yours,

C. H. PURCELL
District Engineer

By W M Davis
Associate Highway Engineer.

November 8, 1927.

PR 135-A

Mr. C. H. Purcell,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany plans on the Rock Creek-Big Boise Creek Section of the Columbia River Highway, Oregon Project 135-A.

In this estimate we have included both the grading and the bridges. As we are to advertise the bridges first, and it may possibly be some little time before the grading is placed under contract, we would like to inquire as to whether it would be possible for us to submit an estimate for the project agreement covering only the cost of the bridges. It will be noted that the total project greatly exceeds the cost per mile, and that the pro rata share of federal aid which we can secure on intermediate vouchers amounts to only approximately 30%. For this reason we would like to cover only the bridges and secure a greater percentage of federal aid on intermediate vouchers as may be possible. The project could then be expanded to include the grading at such time as it may be placed under contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Oregon State Highway Department — Project No. 18L-A

ROCK CREEK-BIG NOISE CREEK SECTION OF THE COLUMBIA RIVER HIGHWAY

IN CLATSOP COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, November 8, 1927.

All Required	Clearing and Grubbing		$ 3,500.00
46,000 cu.yds	Excavation	.60	27,600.00
55,000 yd.sta	Overhaul	.03	1,500.00
40 lin.ft	24" Culvert Pipe	3.50	140.00

Bridges under 20' Span (Rock and Big Noise Creek)

320 cu.yds	Excavation	1.00	320.00
40 cu.yds	Excavation below plans	3.00	120.00
435 cu.yds	Class "A" Concrete	20.00	8,700.00
36,000 cu.yds	Metal Reinforcement	.05	1,800.00
		Sub-total	$45,000.00
		10% Engr. & Cont.	4,500.00
			$49,180.00

Length of Project 0.793 Miles

Cost per mile $ 60,756.62

State Funds Available	$ 33,370.73	
Federal Aid Requested	14,809.27	(30.75738%)
	$ 48,180.00	

State funds for construction - Chapter 175, Laws 1917; Chapter 31, Laws 1919

State funds for maintenance - Res. Aug. 17, 1917, Chapter 237, Laws 1917.

FORM 2A 23017 10M 9-26

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 135a

OREGON STATE HIGHWAY COMMISSION

SALEM

Rockaway, Oregon. Oct. 27th. 27.

IN YOUR REPLY PLEASE REFER TO FILE NO.

ATTENTION:

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. E. A. Skelley, Chief Draftsman.

RECEIVED
OCT 31 1927
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Referring to your letter of October 25th, regarding the haul over a portion of the Rock Creek fill.

As I recall this particular haul, the material between stations 20 and 22+90 are much more serviceable for shoulder materials than the other, and due to the wide roadbed sections, I had figured on dressing up the shoulders with material taken from sta 20 to 22+90. Although this is a small item and could be done during construction if advisable, I have changed the profile as per your suggestions, which is the proper way to make the embankment otherwise.

Very truly yours,
[signature]
Res. Engr.

E.A.S.

October 25, 1937.

Mr. A. J. Olsen,
Resident Engineer,
State Highway Department,
Rockaway, Oregon.

Dear Sir:

We have noted that on the profile of the Rock Creek-Big Noise Creek Section, a portion of the Rock Creek fill is shown as being hauled from between stations 1029 and 1054, and then shows material being hauled in to make the fill between these same stations.

Would it not be better to make the fill between 1029 and 1054 by side casting and then haul the material from between Stations 20 and 22+00 to the Rock Creek fill?

At the request of Mr. Clarke, we are enclosing a blue print of the profile at Rock Creek, on which the distribution in question has been indicated in red.

Please advise at your early convenience.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. A. Shelley
Chief Draftsman

EAS:AP

CC Mr. W. D. Clarke

CONTRACT #1022,

SEE:

CONTRACT #544,

2

1022 SEE: Contract 544

CONTRACT*1025,

PR-17 Cow Valley-Brogan 1926 - 1928
1025 (Reopened)

Form 89—C-7616—2M—1-28.

PR 17

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 19,1928, 192

Job name Cow Valley-Brogan — Week from May 13 to May 19

Mail address Baker,Oregon.

Highway John Day — Telegraph or telephone address "

County Malheur — Job prefix 23 PJ — Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All work on this section was completed May 16 and equipment has been moved to other work.

A total of 750 yards of rock dust was screened from the maintenance material and this was used as a filler for the top course. The section is set up in good shape at thepresent time but will probably loosen up some during the summer. However occasional rains may hold the surfacing until winter moisture compacts the material better.

We are now making up the rock chart, all other office work being finished, and will submit final records and estimate within three or four days.

SHP

RECEIVED
MAY 22 1928
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed H C Williams

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 6.1

Miles completed 6.1

Miles partially done --

Total cubic yards in project 16299.3

Cubic yards produced to date 16299.3

Average daily yardage produced this week --

Average daily yardage necessary to complete on time --

Contractor's average force for week 14 *men,*

2 *teams,* 3 *trucks*

Project will be completed about Completed May 16

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 23 PJ *Percentage* 100
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 14, 1928. PR 17

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
MAR 15 1928
ORE.
STATE HIGHWA.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 17, Cow Valley-Brogan section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

T. H. Dartt
Assoc. Highway Engineer.

Oregon Federal Aid Project No. 17. 14Pr 529

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 7, 1920, by the State Highway Commission of Oregon, and on April 27, 1920, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on January 4, 1921, and July 13, 1926, respectively, by the said State Highway Commission, and on December 7, 1920, and September 4, 1926, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 17; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said project to provide for the construction of broken stone surfacing and items incidental thereto on the easterly 6.035 miles of said project; and by reason thereof has requested that the estimate of cost approved for said project be increased from $115,872.35 to $153,145.85, and that the Federal funds approved and set aside to the credit of said project be increased from $59,245.17 to $81,609.27:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-one thousand, six hundred nine and 27/100 dollars ($81,609.27) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of eighty-one thousand, six hundred nine and 27/100 dollars ($81,609.27), certified to the Secretary of the Treasury as above mentioned, being not more than the authorized Federal pro rata of one hundred fifty-three thousand, one hundred forty-five and 85/100 dollars ($153,145.85), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 18th day of January, 1928, and the Secretary of Agriculture on the 16th day of February, 1928.

STATE HIGHWAY COMMISSION OF OREGON

By H. B. Bowerman
Chairman, State Highway Commission

By C. H. Gates
Member, State Highway Commission

By _____
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

CWB

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at ¼ corner between Sec. 10 and 11, T. 15 S., R.41 E., and survey station 520+00 on the north town line of Brogan, locally known as the John Day Highway, Cow Valley-Brogan Section, Malheur County, and designated in the records of this Department as Project No. 17, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 153,145.85 in lieu of the $59,245.17 approved by Certificate of Sept. 4, 1926, as the total estimated cost of said project, and the sum of $ 81,609.27/ authorized Federal pro rata as the share of the United States, payable under said acts on account of such project, which does not exceed the/ ~~amount~~ of said total estimated cost.

Done at the city of Washington, this 16th day of February one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

AHB

GOVERNMENT PRINTING OFFICE 8—4629

Form 39—B-5202—1M—5-27.

PR-17

O[illegible] STATE HIGHWAY DEPART[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date February 11, 1928, 192...

Job Name Cow Valley-Brogan

Week from Feb:5 to Feb.11

Mail Address Baker, Oregon.

Highway John Day

Telegraph or Telephone Address "

County Malheur Job Prefix 23 PJ

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr.E.Ennebeck has subcontracted the grade widening and building up of curves on this section and is now at work with a crew of eight men and seven teams. He is working at station 170, widening the seventy degree curve at that station. Very good progress has been made to date considering the size of his crew.

A transit party is on the job tracing the center line and setting stakes for the grading work. About three weeks more time will be required for this work as the entire line must be traced and cross sectioned regardless of the small amount of material to be moved.

RECEIVED
FEB 14 1928
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed H C Nicholson

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading on project 6.1

Miles completed 0

Miles completed except finishing 0

Miles covered by contractor's forces 0.4

Miles cross-sectioned 0.4

Miles cross-sections completed and checked 0.4

Miles to be remeasured 6.1

Number men in Engineering Party 4

Contractor's average force for week 8 men,

7 teams, 0 steam shovels

Grading work will be completed about March 30

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 6.1

Miles completed 0

Miles partially done 0

Average daily yardage placed this week 0

Average daily yardage necessary to complete on time --

Contractor's average force for week -- men,

teams, trucks

Percentage of total required yardage now in place --

Surfacing will be completed about July 31, 1928

Number of men in Engineering Party 0

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 23 PJ Percentage 100

Other jobs Percentage

Other jobs Percentage

Other jobs Percentage

January 20, 1938

Mr. C. H. Purcell
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Cow Valley-Bragin Section, Oregon Project 17-recpmnd. These estimates have been prepared in accordance with your letter of January 18.

With regard to the percentages given in the third paragraph of para 6 of the special provisions, we beg to advise that the percentages in figures should be 35 instead of 25.

Very truly yours,
ROY A. KLEIN
State Highway Engineer
By
S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP
Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.------

POST OFFICE BUILDING.
PORTLAND, OREG.

January 16, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JAN 18 1928
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

Reference is made to Plans, Specifications and Estimate covering the surfacing of the easterly six miles of oiling on Federal Aid Project No. 17. It is noted on the specifications that on Page 6 - third paragraph it is stated "It shall contain not more than thirty-five (25) per cent of material * * * ." Please advise whether the written amount or the figure is correct.

We are advised by our Regional Office that it will be necessary to rewrite the statement of completed work and computation showing cost per mile in accordance with instructions in sample forwarded to you with our letter of June 1st, 1927. While we did not think this was necessary, as this section did not appear to come under the heading of a reopened project, the Regional Office are apparently of the opinion that the original reopening did not contain enough information, and are requesting these data for this additional work.

It is noted also that the second sheet of the estimate gives the actual cost of the original project as $102,782.55. This should have been shown as $102,782.35.

These modifications have been sent to you for signature, but it is desired that supplemental sheets, showing statement of completed work, be furnished.

Very truly yours,

C. H. PURCELL
District Engineer

By. [signature]
Associate Highway Engineer.

[illegible] 50 cu.yds [illegible]

January 16, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Plans, Specifications and Estimate covering the surfacing of the easterly six miles of oiling on Federal Aid Project No. 17. It is noted on the specifications that on Page 6 - third paragraph it is stated "It shall contain not more than thirty-five (25) per cent of material * * * ." Please advise whether the written amount or the figure is correct.

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It is noted also that the second sheet of the estimate gives the actual cost of the original project as $102,782.55. This should have been shown as $102,782.35.

These modifications have been sent to you for signature, but it is desired that supplemental sheets, showing statement of completed work, be furnished.

Very truly yours,

C. H. PURCELL
District Engineer

By T M Davis
Associate Highway Engineer.

30 cu.yds	Dry Rubble	6.00	180.00

Oregon State Highway Department — Project No. 17, Unnamed

OCH VALLEY-EROSAK SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate as basis for modified agreement. Revised to include contract prices.)

Salem, Oregon, January 19, 1933.

Final cost of roadway (excluding Peall and Canyon Creek Bridges)		$97,132.66
Engineering and contingencies		5,512.99
		$90,424.85
Final cost of Peall Creek Bridge		$12,607.40
Engineering and contingencies (deduction for over-run of time limit)		250.00
		$12,357.40
Total final cost of completed work		$102,782.25
Federal aid paid on roadway		$ 45,212.48
Federal aid paid on bridge		6,178.70
Total federal aid paid		$ 51,391.18
Length of roadway (excluding Peal Creek Br.)	9.242 miles	
Length of Peall Creek Bridge	.021 "	
Total length of roadway (including bridge)	9.263 "	
Cost per mile roadway	$9,734.13	
Federal aid paid per mile roadway	$4,892.06	

NEW WORK - SURFACING

Surfacing, Station 0+00 to 168+3.181 Mile

2,000 cu.yds	Embankment for superelevation	$.30	$ 600.00
3,000 cu.yds	Base Course Surfacing	1.75	5,250.00
3,000 cu.yds	Top Course Surfacing	1.75	5,250.00
1,000 cu.yds	Grade "A" Filler	.40	400.00
1,000 cu.yds	Grade "B" Filler	.40	400.00

Surfacing, Station 168 to 518+45.2 of plans - 6.053 Mile

500 cu.yds	Common Excavation	.60	300.00
1,000 cu.yds	Intermediate Excavation	.80	800.00
2,500 cu.yds	Solid Rock Excavation	1.00	2,500.00
5,300 cu.yds	Common Embankment	.30	1,590.00
1,000 cu.yds	Intermediate Embankment	.60	600.00
3,000 yd.sta.	Overhaul	.05	150.00
30 cu.yds	Dry Rubble	6.00	180.00

80	lin.ft	12" Corr. Galv. Iron Pipe	$ 1.75	$ 85.00
100	lin.ft	18" Corr. Galv. Iron Pipe	2.00	200.00
100	lin.ft	24" Corr. Galv. Iron Pipe	5.00	450.00
100	lin.ft	Salvaging and Reinstalling 12" Pipe	.40	40.00
100	lin.ft	Salvaging and Reinstalling 18" Pipe	.40	40.00
7,600	sq.yds	Base Course Surfacing	1.50	12,000.00
7,200	sq.yds	Top Course Surfacing	1.65	12,000.00
2,000	sq.yds	Filler	.30	600.00
2,000	yds.mil.	Filler Haul	.20	400.00
		Sub-total		$45,725.00
		10% E. & C.		4,572.50
		Total		$50,297.50

Length of Surfacing (excluding bridge) 9.215 miles
Cost per mile of new work $ 5,460.56
Federal aid allowable on new work:

20,000 - 4,801.06 = .755307% deficiency
.755307 x $18,675 = $14,107.06 per mile allowable

Federal aid requested 9.215 miles @ $3,279.56 = $30,218.10 (60%)
Federal aid recommended $30,218.10 (60%)

S U M M A R Y

Total estimated cost, all work	$ 153,145.88	
Total Federal Aid, all work	81,650.28	
Length of Roadway, excluding bridges	9.242	miles
Total length including bridges	9.255	"
Total cost per mile (excluding bridge)	$ 15,233.54	
Total federal aid per mile (excluding bridge)	8,161.71	

PR-17

January 15th,1928

Joslin & McAllister,
512 Realty Building,
Spokane, Wash.

Gentlemen:

We are enclosing herewith fully executed copy of contract No. 1025 awarded to you by the Highway Commission on December 30th, 1927, covering 6.1 miles surfacing on the Owe Valley-Oregon section of the John Day Highway in Malheur County.

This copy is for your records and files.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

E. B. Shaleyer,
Chief Clerk.

HBS:H

December 28, 1937.

FR 17
Reopened

Mr. C. H. Purcell
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for modified agreement on the Cow Valley-Brogan Section, Oregon Project No. 17, Reopened.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP
Encls.

Oregon State Highway Department — Project No. 17, Recpened

OCH VALLEY-BROGAN SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimates as basis for modified agreement. Revised to include contract for surfacing.)

Salem, Oregon, December 28, 1927.

Surfacing, Station 0+00 to 168+3.181 Mile

2,000	cu.yds	Embankment for superelevation	$ .30	$ 600.00
5,000	cu.yds	Base Course Surfacing	1.75	8,750.00
3,000	cu.yds	Top Course Surfacing	1.75	5,250.00
1,000	cu.yds	Grade "A" Filler	.40	400.00
1,000	cu.yds	Grade "B" Filler	.40	400.00

Surfacing, Station 168 to 518+46.9 of plans - 6.063 Mile

500	cu.yds	Common Excavation	.60	300.00
1,000	cu.yds	Intermediate Excavation	.80	800.00
2,500	cu.yds	Solid Rock Excavation	1.00	2,500.00
5,500	cu.yds	Common Embankment	.30	1,650.00
1,000	cu.yds	Intermediate Embankment	.60	600.00
5,000	yd.sta.	Overhaul	.05	250.00
80	cu.yds	Dry Rubble	6.00	480.00
60	lin.ft	12" Corr. Galv. Iron Pipe	1.70	85.00
150	lin.ft	18" Corr. Galv. Iron Pipe	2.60	390.00
150	lin.ft	24" Corr. Galv. Iron Pipe	3.00	450.00
100	lin.ft	Salvaging and Reinstalling 12" Pipe	.40	40.00
100	lin.ft	Salvaging and Reinstalling 18" Pipe	.40	40.00
7,000	cu.yds	Base Course Surfacing	1.85	12,950.00
7,000	cu.yds	Top Course Surfacing	1.85	12,950.00
2,000	cu.yds	Filler	.50	800.00
2,000	yd.mi.	Filler Haul	.20	400.00
		Sub-total		$ 93,785.00
		10% Engr. & Cont.		4,578.50
		Total		$ 98,363.50

Length of Project 9.263 Miles
Length of Surfacing 9.234 Miles

Cost per mile, Grading $ 11,000.01
Cost per mile, Surfacing 5,454.13
Total per mile on section surfaced $ 16,560.14

Statement of Completed Work Performed on Oregon Federal Aid Project No. 15, as shown by final voucher

Total of Construction Items	$ 99,391.18
Engineering and contingencies	3,391.17
Total cost shown by final voucher	$103,781.35
Federal Aid Received	$ 51,391.17

SUMMARY OF COMPLETED AND NEW WORK

Original Project, Actual Cost	$ 102,782.56	Federal Aid	$ 51,[illegible].27
New Work, Estimated Cost	50,363.50	" "	30,[illegible].20 (60%)
	$ 153,146.06		$ 81,[illegible].47

PR 17

December 17, 1927.

Mr. C. H. Purcell
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate to accompany the specifications, and six copies of unit price analysis for the surfacing of the Coe Valley-Bregon Section, Oregon Project No. 17, Reopened.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

Plot by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 17 - Reopened

DOW VALLEY-BROGAN SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate on reopened project revised to include balance of surfacing. Not as basis for project agreement.)

Salem, Oregon, December 19, 1927.

Surfacing, Sta. 0+00 to 168 - 3.181 Miles

1,000 cu.yds	Embankment for superelevation	$ .30	$300.00
5,000 cu.yds	Base Course Surfacing	1.75	5,250.00
3,000 cu.yds	Top Course Surfacing	1.75	5,250.00
1,000 cu.yds	Grade "A" Filler	.40	400.00
1,000 cu.yds	Grade "B" Filler	.40	400.00

Surfacing, Sta. 168 to 518+45.9 of Plans - 6.053 Miles

500 cu.yds	Common Excavation	.30	150.00
1,000 cu.yds	Intermediate Excavation	.50	500.00
2,500 cu.yds	Solid Rock Excavation	.75	1,875.00
5,500 cu.yds	Common Embankment	.30	1,650.00
1,000 cu.yds	Intermediate Embankment	.60	600.00
5,000 yd.sta	Overhaul	.03	150.00
30 cu.yds	Dry Rubble	6.00	180.00
50 lin.ft	12" Corr. Galv. Iron Pipe	2.00	100.00
150 lin.ft	18" Corr. Galv. Iron Pipe	2.50	375.00
150 lin.ft	24" Corr. Galv. Iron Pipe	3.50	525.00
100 lin.ft	Salvaging and Reinstalling 12" Pipe	1.00	100.00
100 lin.ft	Salvaging and Reinstalling 18" Pipe	1.00	100.00
7,000 cu.yds	Base Course Surfacing	1.20	13,200.00
7,000 cu.yds	Top Course Surfacing	1.90	13,300.00
2,000 yd.mi	Filler Haul	.20	400.00
2,000 cu.yds	Filler	.30	600.00
	Sub-total		$ 45,905.00
	10% Engr. & Cont.		4,590.50
	Total		50,495.50

Length of Project 9.263 Mi.
Length of Surfacing 9.234 Mi.

Cost per mile, grading	$11,096.01
Cost per mile, surfacing	5,456.51
Total cost per Mi. on Sec. Surfaced	$16,552.52

Statement of Completed Work Performed on Oregon Federal Aid Project No. 17, as shown by final voucher.

Total of Construction Items	$ 99,391.18
Engineering and Contingencies	3,391.17
Total cost shown by final voucher	$102,782.35
Federal aid Received	51,391.17

SUMMARY OF COMPLETED AND NEW WORK

Original Project, Actual Cost	$ 102,782.55	Federal Aid	$51,391.27
New Work, Estimated Cost	50,385.50		50,231.50 (49%)
Totals	$ 153,168.05		$81,622.47

ANALYSIS OF ESTIMATED SURFACING PRICE

Quarrying	$ .20
Crushing	.60
Hauling 11.6 Mi. @ $ .20	.52
Placing & Finishing	.20
Overhead & Superintendence	.25
Sub-total	$ 1.65
15% Profit	.25
Estimated Bid Price	$ 1.90

PR# 17

FORM S-M-1 S-6204 1000 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

December 17, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Cow Valley-Brogan Surfacing.

Attention Mr. Probert:

Dear Sir:

Herewith two copies of Estimate of Cost on the Cow Valley-Brogan Section of the John Day Highway in Malheur County, bids for which have been called for December 20th, 1927.

Copies of this cost estimate have previously been forwarded.

Very truly yours,

H. G. SMITH,
Division Engineer.

By: Oscar Cutler
Oscar Cutler,
Office Engineer.

OC:CK
Encls.

11/3/27

Malheur County,
John Day Highway.
Cow Valley-Brogan Section,
6.1 miles, Surfacing.

Estimate of cost by H. C. Smith, Division Engineer.

(For comparison of Bids)

Common Excavation	500	cubic yards	at	.30	$ 150.00
Solid Rock Excavation	2,500	" "	"	.75	1,875.00
Intermediate Excavation	1,000	" "	"	.50	500.00
Common Embankment	5,500	" "	"	.30	1,650.00
Intermediate Embankment	1,000	" "	"	.60	600.00
Base course Surfacing	7,000	" "	"	1.90	13,300.00
Top Course Surfacing	7,000	" "	"	1.90	13,300.00
Filler	2,000	" "	"	.30	600.00
Filler Haul	2,000	yd. mi.	"	.20	400.00
Overhaul	3,000	yd. sta.	"	.05	150.00
Maintenance Materials	1,500	cubic yards	"	1.50	2,250.00
Salvaging & Reinstalling 12" culvert Pipe	100	lin. ft.	"	1.00	100.00
" " 18" " "	100	lin. ft.	"	1.00	100.00
12" Corrugated Galvanized Iron Pipe	50	lin. ft.	"	2.00	100.00
18" " " " "	150	" "	"	2.50	375.00
24" " " " "	150	" "	"	3.50	525.00
Dry rubble	30	cubic yards	"	6.00	180.00
					$ 36,155.00
Plus 10% for contingencies and engineering costs					3,615.50
					$ 39,770.50

Based upon 15% profit to the contractor.

11/3/27

Malheur County,
John Day Highway.
Cow Valley-Brogan Section,
6.1 miles, Surfacing.

Estimate of cost by H. C. Smith, Division Engineer.

(For comparison of Bids)

Common Excavation	500	cubic yards	at	.30	$ 150.00
Solid Rock Excavation	2,500	" "	"	.75	1,875.00
Intermediate Excavation	1,000	" "	"	.50	500.00
Common Embankment	5,500	" "	"	.30	1,650.00
Intermediate Embankment	1,000	" "	"	.60	600.00
Base course Surfacing	7,000	" "	"	1.90	13,300.00
Top Course Surfacing	7,000	" "	"	1.90	13,300.00
Filler	2,000	" "	"	.30	600.00
Filler Haul	2,000	yd. mi.	"	.20	400.00
Overhaul	3,000	yd. sta.	"	.05	150.00
Maintenance Materials	1,500	cubic yards	"	1.50	2,250.00
Salvaging & Reinstalling 12" culvert Pipe	100	lin. ft.	"	1.00	100.00
" " 18" " "	100	lin. ft.	"	1.00	100.00
12" Corrugated Galvanized Iron Pipe	50	lin. ft.	"	2.00	100.00
18" " " " "	150	" "	"	2.50	375.00
24" " " " "	150	" "	"	3.50	525.00
Dry rubble	30	cubic yards	"	6.00	180.00
					$ 36,155.00
Plus 10% for contingencies and engineering costs					3,615.50
					$ 39,770.50

Based upon 15% profit to the contractor.

PR 17

OREGON STATE HIGHWAY COMMISSION

November 25, 1927

Mr. H. G. Smith,
Division Engineer,
Box 906,
La Grande, Oregon.

Dear Sir:

In reply to your letter of November 23, relative to the extension of box culverts on the Cow Valley-Mregan project which has been authorized for surfacing, it is noted that it is proposed to extend one of these 4x4 culverts four feet and the other six feet. I take it from the fact that you mention widening on apparently one side only that this is done on widening or superelevating a curve.

It occurs to me that inasmuch as a four or six foot extension means throwing away the present wing walls, extending the barrel and rebuilding the wing walls, that it would be preferable to consider raising the headwall and wing walls the necessary height either with concrete or with dry rubble. Or, if you still think it necessary to lengthen the culvert, it appears to me it would be advisable to lengthen it a greater distance so as to provide for the possibility of further widening.

Your suggestion that this work might be done by a Bridge Department maintenance gang is a good one, as they probably could do the work cheaper than a surfacing contractor might, but it occurred to me that in view of the short extension which you propose to make, that raising the height of the wing walls and headwall should be considered. Please advise further.

Very truly yours,

State Highway Engineer.

RAK:HI

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

November 23, 1927.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Cow Valley-Brogan Surfacing
Re: Extension of Box Culverts.

Dear Sir:

In the estimate for the surfacing of the Cow Valley - Brogan section there was provision for extending two 4 x 4 concrete box culverts; one to be extended four feet and one to be extended six feet.

Mr. Stephenson of the Bridge Department states that his bridge crew working in that vicinity can do this work more advantageously than a contractor, and that it will also be os assistance in carrying his crew through the winter.

If this meets with your approval we will turn the work over to the Bridge Department and eliminate that portion pertaining to concrete culverts in the contract to be let.

Very truly yours,

H G Smith

Division Engineer.

HGS V

RECEIVED
NOV 25 1927
OREGON
STATE HIGHWAY COMMISSION

PR 17

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.----

POST OFFICE BUILDING,
PORTLAND, OREG.

September 18, 1926.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The modified project agreement and certificate have been executed covering Oregon Federal aid project No. 17, Cow Valley-Brogan section of the John Day Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,
C. H. PURCELL, District Engineer.

By A. J. Morris
Acting

Jure

Oregon Federal Aid Project No. 17.

a 4/pn.529

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 7, 1920, by the State Highway Commission of Oregon, and on April 27, 1920, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on January 4, 1921, by the said State Highway Commission, and on December 7, 1920, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 17; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 9.26 miles of graded and drained earth road in Malheur County, for which the estimate approved was $119,351.41, and $59,775.70 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected and accepted, at a total cost of $102,782.35, and voucher in the sum of $51,391.17 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimates approved therefor to provide for the construction of broken stone surfacing between stations 0 and

168, at an estimated cost of $13,090.00; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $102,782.35 to $115,872.35, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $51,391.17 to $59,245.17;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above recited, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of fifty-nine thousand, two hundred forty-five and 17/100 dollars ($59,245.17) as the share of the United States payable under said act on account of said project, which does not exceed the legal Federal pro rata of the total estimated cost thereof."

Article IV shall read:

> "Article IV. The United States pro rata share of the cost of said project shall not in any event exceed (a) the said sum of fifty-nine thousand, two hundred forty-five and 17/100 dollars ($59,245.17), certified to the Secretary of the Treasury as above mentioned, being not in excess of the legal Federal pro rata of one hundred fifteen thousand, eight hundred seventy-two and 35/100 dollars ($115,872.35), the approved total estimated cost of said project, nor (b) the said legal Federal pro rata of the value of the labor and materials which shall have been actually put into the construction of said project in conformity to said plans and specifications."

The second paragraph of Article V shall read:

"In no event shall payment or payments made by the United States be in excess of the legal limit per mile of said project, exclusive of the cost of bridges of more than 20 feet clear span."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 13th day of July, 1926, and the Secretary of Agriculture on the 4th day of September, 1926.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

C. D. Marvin
Acting Secretary of Agriculture

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS, SEE PROJECT NO. 112.

—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+00 at ¼ corner between Sec.10 and 11, T. 15 S., R. 41 E., and survey station 520+0 on the north town line of Brogan.

locally known as the John Day Highway, Cow Valley-Brogan Section, Malheur County, and designated in the records of this Department as Project No. 17, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $115,877.55 in lieu of the previous actual payment of $51,391.17 as the total estimated cost of said project, and the sum of $59,245.17/ legal Federal pro rata as the share of the United States, payable under said acts on account of such project, which does not exceed the/ ~~xx per cent~~ of said total estimated cost.

Done at the city of Washington, this 4th day of September one thousand nine hundred and Twenty-six, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin

ACTING *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4829

June 21, 1926.

FH 17
Re-opened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of revised estimate as basis for project agreement on the Cow Valley-Drogan Section, Oregon Project No. 17, Re-opened. This estimate has been revised in accordance with your letter of the 17th instant.

With reference to the last paragraph of your letter, we beg to advise that the crown for the main travelled portion of the surfacing, 12 feet, will be two inches.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSousa/AP

Encl.

Oregon State Highway Department — Project No. 17 - Re-opened

DOW VALLEY-BROGAN SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate as basis for re-opened project.)

Salem, Oregon, May 27, 1926.

Surfacing, Station 0 +60 to 168 - 3.181 miles

2,000	cu.yds	Embankment for Superelevation	$ .30	$ 600.00
3,000	cu.yds	Base Course Surfacing	1.75	5,250.00
3,000	cu.yds	Top Course Surfacing	1.75	5,250.00
1,000	cu.yds	Grade "A" Filler	.40	400.00
1,000	cu.yds	Grade "B" Filler	.40	400.00
				$11,900.00
			10% Engr. & Cont.	1,190.00
				$13,090.00
			Plus Cost of Grading	102,782.38
				$115,872.38

Length of Project - 9.28 miles
Length of Surfacing 3.181 miles

Cost per Mile - Grading	$ 11,078.68
Cost per Mile - Surfacing	4,115.05
Total cost per mile on section surfaced	15,193.73
Average cost per mile on entire project	12,486.24

Statement of Completed work performed on Oregon Federal Aid Project No. 17, as shown by final voucher

Total of construction items	$ 99,591.18
Engineering and Contingencies	5,391.17
Total cost shown by final voucher	$ 104,782.35
Federal Aid Received	51,391.17

Summary of Completed and New Work

Original Project, Actual Cost	$102,782.35	Federal Aid	$51,391.17
New Work, Estimated Cost	13,090.00	" "	7,854.00 (60%)
	$115,872.35		$59,245.17

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

June 17, 1926

JUN 18 1926

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of June 3rd relative to estimate for reopening Oregon F. A. 110-A, the last paragraph of which calls attention to the fact that estimates for reopening F. A. 116-B and F. A. 17 would require the same information on estimates.

As the estimates as submitted for 116-B and 17 do not comply with the regulations, it is requested that new estimates be submitted for these projects in order that they may be forwarded for approval.

It is also noted that the typical surfacing sections do not show crown of surfacing or that the thickness is loose measurement. Please advise what the crown is and we will put it on the blue prints. In future please show on surfacing sections crown and that thickness is for loose measurement.

Very truly yours,

C. H. Purcell,
District Engineer

T. A. Davis
Acting

May 29, 1926.

FR 17 Deepened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for agreement on the Cow Valley-Brogan Section, Oregon Deepened Project No. 17.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP
Encl.

Oregon State Highway Department — Project No. 17 - Re-opened

OOW VALLEY-MROSAM SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

(Estimate as basis for re-opened project).

Salem, Oregon, May 27, 1924.

Surfacing, Station 0 + 00 to 168 - 5.18 Miles

2,000	cu.yds	Embankment for Superelevation	$.30	$ 600.00
3,000	cu.yds	Base Course Surfacing	1.75	5,250.00
3,000	cu.yds	Top Course Surfacing	1.75	5,250.00
1,000	cu.yds	Grade "A" Filler	.40	400.00
1,000	cu.yds	Grade "B" Filler	.40	400.00
				$ 11,900.00
		10% Engr. & Cont.		1,190.00
				$ 13,090.00
		Plus Cost of Grading		102,782.88
				$ 115,872.88

Length of Project - 9.28 Miles

Length of Surfacing - 5.181 Miles

Cost per Mile - Grading	$ 11,075.68
Cost per Mile - Surfacing	4,115.05
Total cost per mile on Section Surfaced	15,190.73
Average cost per mile on entire project	12,486.24

- State Funds Available - $5,236.00

Federal Aid Requested - 7,854.00 (60%)

$13,090.00

May 18, 1926.

PR 17
Re-opened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of analysis of estimated surfacing price for the Cow Valley-Brogan Section, surfacing, Oregon Project No. 17 (Re-opened).

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer .

Dict by J. W. DeSouza/AP

Encls.

OREGON STATE HIGHWAY DEPARTMENT PROJECT No. 17 -(No-spruce)

DOW VALLEY-BROGAN SECTION OF THE JOHN DAY HIGHWAY

IN MALHEUR COUNTY

Salem, Oregon, May 18, 1926.

Conveying	$ .20
Crushing	.46
Hauling	.49
Placing & Finishing	.18
Overhead & Superintendence,	.56
	$1.67
15% Profit	.25

Estimated Average Bid Price $1.92

May 12, 1926.

FR 17
Reopened

Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the special provisions for surfacing a portion of the Cow Valley-Brogan Section, Oregon Project No. 17. We desire at this time to request that original project No. 17 be re-opened to cover Federal aid on this present surfacing.

Four copies of special provisions and four copies of typical surfacing section are today being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. DeSouza/AP
Encl.

Oregon State Highway Department

Project No. 17.

Cow Valley-Oregon Section of the John Day Highway
in Malheur County

(Estimate to accompany surfacing provisions.
Not as basis for project agreement.)

Salem, Oregon, May 12, 1926.

Grading

Total cost of grading on which Federal Aid is computed as per final estimate $102,782.35

Surfacing Sta. 0+100 to 168 - 3.181 mi.

4,000	cu.	yds.	Embankment for super-elev. curves	@ .30	600.00
3,000	"	"	Base Course Surfacing	1.85	5,550.00
3,000	"	"	Top Course Surfacing	2.00	6,000.00
1,000	"	"	Grade A Filler	.30	300.00
1,000	"	"	Grade B Filler	.40	400.00
					113,632.35
			10% Engr. & Cont. on Surf.		1,285.00
					$116,917.35

Length of Project	9.28 mi.	
Length of Surfacing	3.181 mi.	
Cost per mile - total grading		$11,075.68
Cost per mile - surf. on section surfaced		4,443.57
Total cost per mile on section surfaced		15,519.25
Average cost per mile on entire project		12,598.85

State Funds available for surfacing		$5,654.00
Total Federal Aid, grading and surfacing	$69,872.17	
Federal Aid previously paid on grading	51,291.17	
Federal Aid requested for surfacing		8,481.00 (60%)
		$14,135.00

CONTRACT #1029,
1089, 1450, 1453

PR 132-B Canemah-New Era 1927-1929

1029, 1089, 1450, 1453

PR 132-B Canemah-New Era 1927-1929

1029, 1089, 1450, 1453

[redacted]

PR 132-B Canemah-New Era 1927-1929

[redacted]

1029, 1039, 1145D, 1453

1320

September 13, 1934

Mr. Clarence D. Porter, Manager
Fidelity & Deposit Company
Failing Building
Portland, Oregon

Dear Mr. Porter:

Responding to your letter of September 11 I am pleased to advise you that the bids for paving the 4.4 miles of the Canemah-New Era Section of the Pacific Highway in Clackamas County, State Highway Contract #3088, were received and opened by the Commission on April 18, 1929. The Commission announced the award of the contract on May 14, 1929.

Yours very truly,

RJH:MC

Secretary

RTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R. E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

SEPTEMBER ELEVENTH,

1 9 3 4.

Mr. H.B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

RE: State Contract #1089
Paving 4.4 miles Canemah-New Era Section, Pacific Highway in Clark County, May 14, 1929.

Dear Mr. Glaisyer:

You were good enough to send me on August 29, the date of the above mentioned contract as well as copies of some correspondence with respect thereto, but I find that my file does not contain information as to the date these bids were opened. If you could supply me with that information, I would greatly appreciate it.

Very truly yours,

Clarence D. Porter,
Manager.

CDP:IC

May 14, 1929

66 66 1328

April 16, 1934

Mr. Arthur H. Lewis
Attorney at Law
Henry Building
Portland, Oregon

Dear Sir:

At the request of Mr. George C. Arens I am giving you below certain information concerning the contract of Mr. Arens with the State Highway Commission for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County, state highway contract #1089:

Date bid received: 10:00 o'clock A. M., April 19, 1929
at the Multnomah County Court House, Portland, Oregon.

Date contract awarded: May 14, 1929.

Date contract signed: May 14, 1929.

Date contract bond signed: May 15, 1929.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jm
c.c. Mr. George C. Arens
10509 Northeast Sandy Blvd.
Portland, Oregon

Date Bids Open
" Contract awarded
" Contract signed
" Of Contract Bond
" Of Bidders Bond
Canemah New Era Job

Mail To Arthur H Lewis attorney
Henry Bldg
Portland Ore

Wm T

#1453

1 2 7 B

February 15, 1926

...February 14th ... be
...contract No. 1453
...ific Highway, was
...d August 24, 1925.

...the dates upon which
...cepted.

...Multnomah County

#1453

137B

WOOD, MONTAGUE, MATTHIESSEN & RANKIN

ATTORNEYS AT LAW
1510 YEON BUILDING
PORTLAND, OREGON

February 15, 1934

February 14, 1934.

Woods, Montague, Matthiessen
& Rankin,
Attorneys at Law,
1510 Yeon Building,
Portland, Oregon.

Gentlemen:

In response to your inquiry of February 14th we wish to advise that the Sexton & Looney & Company contract No. 1453 Clackamas River-Canemah Section of the Pacific Highway, was completed on July 15, 1933, and was accepted August 24, 1933.

Very truly yours,

Secretary.

Dict. by J. McFarland.

WOOD, MONTAGUE, MATTHIESSEN & RANKIN
ATTORNEYS AND COUNSELORS

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

RICHARD W. MONTAGUE
ERSKINE WOOD
MARK M. MATTHIESSEN
ROBERT R. RANKIN

BERT S. GOODING
W. L. GOSSLIN

1310 YEON BUILDING
PORTLAND, OREGON

February 14, 1934.

SUBJECT: State Highway Contract No. 1453--Clackamas River-Canemah Section of the Pacific Highway.

State Highway Commission,
Salem, Oregon.

Gentlemen:

This is to advise that Word & Grimshaw Inc., of this city furnished certain materials to M. J. Campbell, subcontractors under the above described contract.

Will you kindly advise the dates upon which the job was finally approved and accepted.

Yours truly,

Wood, Montague, Matthiessen & Rankin

BSG:R

132-B

January 22, 1934

Lewis, Lewis & Finnigan
400 Henry Building
Portland, Oregon

Attention: Arthur H. Lewis

Gentlemen:

Reference is made to your letter of January 20 requesting information concerning the George C. Arens contract for the paving of the Oswego-New Era Section of the Pacific Highway inClackamas County.

The contract to which you refer is State Highway Contract No. 1089 which was awarded to George C. Arenz on May 14, 1929. The bond furnished in connection with this project was written by the Fidelity & Deposit Company of Maryland through their Portland Agent, Clarence D. Porter, whose offices are in the Failing Building. This bond was dated May 15, 1929.

According to our records this project was completed on November 27, 1929, which date was also considered as the date of acceptance by the State Highway Commission.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

LAW OFFICES OF
LEWIS, LEWIS & FINNIGAN
PORTLAND, OREGON
400 Henry Building.

January 20, 1934.

State Highway Commission,
Salem,
Oregon.

Attention Mr.H.B.Glaisyer, Secretary.

Gentlemen:

Will you kindly furnish us with the date of the contract and the date of the bond for the work of paving the Canemah - New Era Section, Pacific Highway, Geo. C. Arenz, Contractor. This contract was a 1929 transaction.

The bond was executed by the Fidelity & Deposit Co. of Maryland.

Very truly yours,

LEWIS, LEWIS & FINNIGAN,

AHL-s

By Arthur H Lewis

132-B

October 24, 1935

Shell Oil Company
Shell Building
Seattle, Wn.

Gentlemen:

Reply is made to your inquiry of October 20 relative to State Highway Contract No. 1450, awarded to West Contract Company for paving New Era-Canby Section of the Pacific Highway.

This project was completed on July 8, 1935, and was accepted by the State Highway Commission on July 20, 1935.

As far as we know, no claims have been filed against this job.

Very truly yours

Secretary

AJ

SHELL OIL COMPANY

SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Oct. 20, 1933.

RECEIVED
OCT 24 1933
OREGON
STATE HIGHWAY COMMISSION

Secretary of State,
Salem, Oregon.

Dear Sir:

RE: Contract #1450, New Era Canby Section of Pacific Highway, West Construction Company.

Will you please advise us the percentage of work finished at the present time and the date on which you expect completion; also the total amount of liens, if any, now filed against the job. We would appreciate having you advise us immediately after date of acceptance by your department.

Yours very truly,

SHELL OIL COMPANY

FJH:NEZ

A. C. GUSKE
Division Credit Manager

SECRETARY OF STATE
RECEIVED
OCT 28 1933
HAL E. HOSS

Respectfully referred to State Highway Commission

STATE DEPARTMENT

132-B

October 23, 1933

W. J. Lyons, Manager
American Surety Co. of New York
500 Yeon Building
Portland, Oregon

Dear Sir:

A very thorough search has been made of our records and we fail to find where affidavit has been furnished this department by the Southern Pacific Company in connection with their request for the certified copy of the contract and bond covering work done by John Slotte & Company Inc. on the Canemah-New Era Section of the Pacific Highway, contract No. 1029.

As stated in a previous letter to you, this certified copy was furnished the Southern Pacific Company at the request of our Division Engineer, W. D.Clarke, whose letter of request for this contract is in our files.

We have always considered that it was discretionary with the State Highway Commission as to whether or not it would require affidavits to be filed for the securing of certified copies of its contracts. In the present instance the Southern Pacific Company filed its notice of claim with the Secretary of State in conformance with the Oregon Statutes but such notice did not request a copy of the contract and bond. It is evident that they made oral request for the certified copy of this contract and bond to Mr. Clarke who, in turn, asked that this office furnish same.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
VICE CHAIRMAN
A. F. LAFRENTZ
PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH E. C. SAMMONS

WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE AT 9438

PORTLAND, ORE.,

October 21, 1933

Re: Contract No. 1029 awarded to John Slotte & Co. Inc., January 26, 1928, covering 4.67 miles of grading of the Canemah-New Era Section of the Pacific Highway in Clackamas County, Oregon.

Oregon State Highway Commission
Salem, Oregon.

Gentlemen:

Your letter of October 20th received. Thanks. Under Section 67-1101 Oregon Code 1930, as amended by Chapter 280 Oregon Laws 1931, the certified copy of the contract and bond are only furnished to the person or persons making application therefor, who have furnished a proper affidavit to the proper officer of such state, county, municipality or school district under the direction of whom said work is being or has been prosecuted, that labor or materials for the prosecution of such work has been supplied by him and payment for the same has not been made.

We would appreciate very much your making another search of the records of your office or any other office of the State of Oregon to see if such affidavit was filed by The Southern Pacific Company and if so we would appreciate very much having a copy of the same.

We are very sorry to cause you this trouble but the information sought is necessary and important to us.

Very truly yours,

W. J. LYONS
MANAGER

WJL:LC

132-B

October 17, 1933

American Surety Company
500-501-502 Yeon Building
Portland, Oregon

Attention: W. J. Lyons, Manager

Gentlemen:

Reference is made to your communication of October 14th in regard to contract No. 1029 which was awarded to John Slotte & Company of Astoria for grade widening on the Canemah-New Era Section of the Pacific Highway in Clackamas County.

According to our records this project was completed on April 20th, 1933, which date was considered the date of acceptance at that time by the State Highway Commission.

In compliance with your request we are enclosing a true and correct copy of the affidavit furnished by the Southern Pacific Company setting forth their claim against the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC
encl.

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
VICE CHAIRMAN
A. F. LAFRENTZ
PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH E. C. SAMMONS

WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE AT 9438

PORTLAND, ORE.,

October 14, 1933.

RE: Contract No. 1029 awarded to John Slotte & Co., Inc., January 26, 1928, covering 4.67 miles of grading of the Canemah-New Era Section of the Pacific Highway in Clackamas County, Oregon.

Mr. R. H. Baldock, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Baldock:-

On what date was the above contract completed, with an acceptance of the work by the affirmative action of the State of Oregon?

Will you please send us a true and correct copy of the affidavit given to you by the Southern Pacific Company at the time it requested you to furnish it with a certified copy of the contract and bond so it could maintain its action against us?

Yours very truly,

RECEIVED
OCT 16 1933
OREGON
STATE HIGHWAY COMMISSION

W. J. LYONS
MANAGER

WJL:TG

Form 960—GE—3-33.

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending July 15, 1933, 193

Section New Era-Canby

Highway Pacific

Contractor West Contract Co.

Date of contract Dec. 14, 1932, 193

Date work started March 22, 1933, 193

Amount of contract . . . . . $ 46,595.00

Estimated cost of completed project, exclusive of engineering . . . . . $ 47,400.00

Per cent of contract completed, based on total contract price . . . . . 100 %

Engineering costs to date, $ 1290, 2.7 %

Kind of work Concrete Paving

Section prefix S PL-1 213

Contract number 1450

Date of completion June 15, 1933, 193

Estimated date of completion July 8, 1933, 193

Per cent of time elapsed 100 %

Date project was completed July 8, 1933, 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work completed last week and job accepted.

F. T. Young,

RECEIVED
JUL 18 1933

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

TEANY

#74

	GRADING	SURFACE	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					1.95
Miles partially completed					1.95
Miles completed					1.95
Total estimated quantities					24,287
Estimated quantities moved or placed to date					24,287
Average daily quantities this week					none
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift		ALL WORK COMPLETED			
Average force on project for week					

Percentages of men employed on contract to be secured from:

..... County, ...%; ..... County, ...%; ..... County, ...%; ..... County, ...%

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	..... COUNTY	..... COUNTY	..... COUNTY	..... COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ....., Power graders ....., Rollers ....., Mixers ....., Crushing or screening plants .....,

Compressors ....., Bull dozers ....., Sheet-foot rollers ....., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

#1450

192B

June 17, 1933

Tiffany Grease Works
300 North Trinity Avenue
Fort Worth, Texas

Gentlemen:

Receipt is acknowledged of your letter of June 13th concerning West Contract Company contract No. 1450 covering the construction of the New Hope-Canby section of the Pacific Highway in Clackamas County.

Please be advised that the date of the completion of the above contract is July 15, 1933. The bond furnished by the West Contract Company was written by the Hartford Accident and Indemnity Company, for whom Jewett, Barton & Leavy, John Kern Company, who have offices in the Lewis Building, Portland, Oregon, are resident agents. The amount of the bond is $46,595.00.

Yours very truly,

STATE HIGHWAY COMMISSION

By

Secretary

JM:AW

#1450

TIFFANY
LUBRICANTS
"FINE AS A SILKY FILM OF GAUZE
—TOUGH AS A RHINO HIDE"

TIFFANY
LUBRICANTS
AMERICA'S FINEST—
ADD YEARS TO GEARS

TIFFANY GREASE WORKS

200 N. TRINITY AVENUE

FORT WORTH, TEXAS June 13th,1933.

Oregon State Highway Commission,
Salem, Ore.

RECEIVED
JUN 1933
OREGON

Gentlemen:

RE: West Contract Company.

We understand that a contract was awarded to the West Contract Company on or about December 14th,1932, covering some two miles of concrete payement on the New Era-Gandy Section of the Pacific Highway.

Please inform us whether or not this is carried on your records under the contract No. 1450. If so, please give the contract date for completion and the name and address of the Surety Company furnishing the bond. If not, please show the location of work under Contract No. 1450, together with the contract date for completion and the name and address of the surety company.

The enclosed postage paid envelope is for your convenience and we shall be grateful for this courtesy on your part.

Yours very truly,

TIFFANY GREASE WORKS.

E:D

R H Wyatt
Credit Manager.

STENCIL NO. 124

PR-132-B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Oregon E-132,Secs.B,C & D

POST OFFICE BUILDING
PORTLAND, OREG.

May 13, 1933

RECEIVED
MAY 15 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H.Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid projects.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

Hrp. 3386

Form P. R. 2

State Oregon

Project No. F-132, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of April, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 303, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 13th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 12th day of December, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

one thousand, two hundred eight and 59/100

dollars ($1,208.59) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5618

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State ...from "Emergency Construction Highway funds" appropriated by... (Include amount, date, and citation of act of legislature by which authorized) ...Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(*b*) From other sources .....

.....

.....

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between ...survey station 15+05 and survey station 11+05 in Sec.23, T.3 S., R.1 E., W.M. south of New Era and between survey station 78+15 and survey station 81+36 in Sec.11, T.3 S., R.1 E., W.M.,

.....

.....

.....

....., length ...0.136... miles, in ...Clackamas... County, being Section ...B... of ...Oregon Federal Aid... project No. ...F-132..., consisting of ...0.136... miles of roadway and ...no... bridges, ~~none~~ of more than 20 feet clear span, ... of ~~[illegible]~~ known locally as the Canemah-New Era Section of the Pacific Highway between official control points Albany and Portland.

BUREAU OF PUBLIC ROADS
RECEIVED
APR 13 1933
[illegible] DIST.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section ...B..... of said project shall not in any event exceed the sum of ...one thousand, two hundred eight and 59/100..... dollars ($...1,208.59.....), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ..... three thousand, three hundred fifty-seven and 20/100 ..... dollars ($...3,357.20.....), the approved total estimated cost of Section ...B..... of said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ..... the State Treasurer .....
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ..... Oregon .....
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ...Chap. 41, Laws of 1927.....
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 2nd day of May, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

[signature]
Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE 1934 8—5518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. S-132-B, Oregon State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 3,357.30 as the total estimated cost of said project, and the sum of $ 1,208.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 2nd day of May one thousand nine hundred and thirty-three

R. G. Tugwell
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

January 3, 1933.

Mr. W. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Sunnyside-Bow Ave Section, Project S-139-B.

Very truly yours,

R. H. [redacted],
State Highway Engineer,

By

E. H. Prebert,
Office Engineer.

Dict. by J. W. Smith/HH.

[redacted].

Oregon State Highway Department — Emergency Construction
Emg. Proj. No. E-132-B

CANEMAH-NEW ERA SECTION OF THE PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:

Total actual cost of Roadway	$ 10,010.77
Federal Aid paid on Roadway	$ 2,538.98
Length of Roadway	0.136 miles
Cost per mile, Roadway	$ 73,608.63
Federal Aid paid per mile, Roadway	$ 18,669.00

Part on which no additional work is to be done:

Total actual cost on Roadway	$ 330,797.20
Federal Aid paid on Roadway	$ 83,898.47
Length of Roadway	4.494 miles
Cost per mile, Roadway	$ 73,608.63
Federal Aid paid per mile, Roadway	$ 18,669.00

SUMMARY OF COMPLETED WORK

Total cost of completed Roadway	$ 340,807.97
Total Federal Aid paid on completed Roadway	$ 86,437.47
Total length of Roadway	4.630 miles

EMERGENCY WORK - PAVING

(Sta. 15+05 to Sta. 11+05; Sta. 78+15 to Sta. 81+36)

200	cu. yds.	Salvaging Surfacing Materials	$0.60	$ 120.00
1,600	sq. yds.	Portland Cement Concrete Pavement	1.55	2,480.00
200	lin. ft.	Expansion Joints	0.20	40.00
1,000	lin. ft.	Contraction Joints	0.03	30.00
700	lbs.	Tie Bars & Reinforcement	0.05	35.00
100	only	Dowels	0.20	20.00
200	cu. yds.	Screened Gravel in Shoulders	0.99	198.00
100	cu. yds.	Crushed Gravel in Shoulders	0.99	99.00
50	cu. yds.	Filler	0.40	20.00
50	yd. mi.	Filler Haul	0.20	10.00
			Sub-total	$ 3,052.00
			10% Engr. & Cont.	305.20
			Total.....	$ 3,357.20

Length of new work	0.136 miles
Cost per mile	$ 24,685.29

Regular Federal Aid Funds Requested	$ 1,208.39 (36%)
Emergency Construction Hwy. Funds Requested	2,148.81
	$ 3,357.20

State Funds for Construction: Chaps. 175, Laws 1917; Chaps. 31, Laws 1920
State Funds for Maintenance: Chaps. 41, Laws 1927.

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-132-B

CANEMAH-NEW ERA SECTION OF THE

PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate with specifications. Not as basis for project agreement.)

Salem, Oregon, December 9, 1932.

STATEMENT OF COMPLETED WORK

Part on which new work is to be done:

Total actual cost of Roadway	$ 10,010.77
Federal Aid paid on Roadway	$ 2,538.98
Length of Roadway	0.136 miles
Cost per mile, Roadway	$ 73,608.63
Federal Aid paid per mile, Roadway	$ 18,669.00

(A)

Part on which no additional work is to be done:

Total actual cost on Roadway	$330,797.20
Federal Aid paid on Roadway	$ 83,898.47
Length of Roadway	4.494 miles
Cost per mile, Roadway	$ 73,608.63
Federal Aid paid per mile, Roadway	$ 18,669.00

SUMMARY OF COMPLETED WORK

Total cost of completed Roadway	$340,807.97
Total Federal Aid paid on completed Roadway	$ 86,437.47
Total length of Roadway	4.630 miles

EMERGENCY WORK - PAVING

(STA. 15/05 to STA. 11/05: STA. 78/15 to STA. 81/36)

200 cu. yds.	Salvaging Surfacing Materials	$0.50	$ 100.00
1,600 sq. yds.	Portland Cement Concrete Pavement	1.75	2,800.00
200 lin. ft.	Expansion Joints	0.20	40.00
1,000 lin. ft.	Contraction Joints	0.05	50.00
700 lbs.	Tie Bars & Reinforcement	0.05	35.00
100 only	Dowels	0.20	20.00
200 cu. yds.	Screened Gravel in Shoulders	1.00	200.00
100 cu. yds.	Crushed Gravel in Shoulders	1.50	150.00
50 cu. yds.	Filler	0.40	20.00
50 yd. mi.	Filler Haul	0.12	6.00
		Sub-total	$ 3,421.00
		10% Engr. & Cont.	342.10
		Total	$ 3,763.10

Length of new work	0.136 Miles		
Cost per mile	$ 27,669.85		
Regular Federal Aid Funds Requested		$ 1,354.71	(36%)
Emergency Constr. Hwy. Funds Requested		2,408.39	
		$ 3,763.10	

#1089
Clackamas Co
PR 1328

November 12, 1950

Day, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

In response to your request of the 8th instant directed to Hal E. Hoss, Secretary of State, we are handing to you herewith a certified copy of the contract awarded to George C. Arens for the paving of the Canemah-Elk Rock Section of the Pacific Highway in Clackamas County, Oregon.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Claiborne
Chief Clerk

HBC:W

cc Hal E. Hoss
Attention: Edith Libby

...ry of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 10, 1930

State Highway Commission
Salem, Oregon

Attention Mr. H. B. Glaisyer, Chief Clerk

Gentlemen:

This is to advise that we received as of this date and are enclosing herewith letter from Messrs. Dey, Hampson & Nelson regarding a notice of claim by the Standard Oil Company together with affidavit by F. M. Ewing, Credit Manager of the company, and requesting a certified copy of the contract and bond.

Kindly acknowledge receipt of the papers and oblige.

Very truly yours,

HAL E. HOSS,

Secretary of State.

By Edith Libby

EL:EM
encs.

RECEIVED
NOV 11 ...
OREGON
STATE HIGHWAY ...

ANSWERED
H. B. G.

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBT. M. KERR
RICHARD R. MORRIS

November 5, 1930. F 37

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

You will recall that on July 2nd we filed a notice of claim by the Standard Oil Company of California against the bond taken from George C. Arenz, principal, and Fidelity & Deposit Company of Maryland, surety, for the work of paving the Canemah-New Era section of the Pacific Highway in Clackamas County, Oregon.

Our client has not received payment of its account so we are accordingly enclosing herewith affidavit of F. M. Ewing, its credit manager, to that effect and ask that you please send us a certified copy of the contract and bond.

Very truly yours,

Dey, Hampson, Nelson,

17/24
Encl.

Respectfully referred to State Highway Commission.
STATE DEPARTMENT

RECEIVED
NOV 10 1930

ANSWERED
H. B. G.

STATE OF OREGON,)
County of Multnomah,) SS

I, F. M. EWING, being first duly sworn, say:

That I am District Credit man of the Standard Oil Company of California at Portland, Oregon, and that during the period August 28, 1929 to October 29, 1929, both inclusive, the Standard Oil Company of California sold to the Oregon City Sand & Gravel Company goods, wares and merchandise consisting of petroleum products to the agreed value of Three Hundred Forty-five and 72/100 Dollars ($345.72); that said goods, wares and merchandise sold by the Standard Oil Company of California to the said Oregon City Sand & Gravel Company were used by the said Company in connection with the work of paving the Canemah-New Era section of the Pacific Highway in Clackamas County, Oregon, 4.4 miles in length, Oregon State Highway contract #1089, and that the said Oregon City Sand & Gravel Company supplied material to George C. Arenz, the contractor in connection with said work.

That the said goods, wares and merchandise sold by the Standard Oil Company of California were used in the prosecution of said work and that payment for the same has not been made to the Standard Oil Company of California, but that the total amount of $345.72 is now due and owing.

F. M. Ewing

Subscribed and sworn to before me this 8th day of November, 1930.

Andrew Kaarn

Notary Public for Oregon

My commission expires March 4, 1932

PR-132-B

September 8, 1930.

Mr. W. M. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 2900,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of August 25th regarding extensions of time covering contracts No. 1009 and No. 1020, under which work in connection with regrading and paving of the Cascade-New Era Section was performed.

Please be advised that the copies of extensions of time previously sent to you cover all action which was taken by The Highway Commission. The short period of time not covered is the result of the policy of this department, where work has progressed satisfactorily and practically completed within the time specified, to make some allowance of time for completion of minor details and final cleaning up without formal action being taken regarding the additional time required.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.
August 25, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's August 21 letter with which we received triplicate copies of two extensions of time covering your contract No. 1029, Oregon Federal Aid Project 132-B, Canemah-New Era Section of the Pacific Highway.

The later of these two extensions covers the period to March 15, 1929. The final monthly voucher to the contractor shows "work completed April 20, 1929."

The time set for the completion of the Arena contract (your 1009) is October 31, 1929. Our records shows this work to have been completed November 27, 1929.

We should accordingly have such further information as may be available concerning both of these contracts.

Very truly yours,

W. H. Lynch
District Engineer

By L. J. Caufield

L. J. Caufield
Highway Engineer

August 25, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's August 21 letter with which we received triplicate copies of two extensions of time covering your contract No. 1029, Oregon Federal Aid Project 132-B, Canemah-New Era Section of the Pacific Highway.

The later of these two extensions covers the period to March 15, 1929. The final monthly voucher to the contractor shows "work completed April 20, 1929."

The time set for the completion of the Arms contract (your 1089) is October 31, 1929. Our records shows this work to have been completed November 27, 1929.

We should accordingly have such further information as may be available concerning both of these contracts.

Very truly yours,

W. M. Lynch
District Engineer

By_____
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

August 21, 1930.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 2600,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of August 14th, we are enclosing three copies of extracts from the minutes of the meetings on September 25th, 1928, and March 8th, 1929, of the Highway Commission, pertaining to the granting of time extensions for the grading of the Canemah-New Era Section, Project 132-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 14, 1930

Mr. R. A. Klein,
StateHighway Engineer,
Salem, Oregon.

Dear Sir:

Kindly send us three copies of time extensions for Oregon Federal Aid Project 132-B, in addition to three copies of extensions for two other projects concerning which we wrote you earlier today.

Very truly yours,

W. H. Lynch
District Engineer

By L. J. Caufield
Highway Engineer

RECEIVED
AUG 14 1930
OREGON

1029
1089

August 14, 1930

Mr. R. A. Klein,
StateHighway Engineer,
Salem, Oregon.

Dear Sir:

Kindly send us three copies of time extensions for Oregon Federal Aid Project 132-B, in addition to three copies of extensions for two other projects concerning which we wrote you earlier today.

Very truly yours,

W. E. Lynch
District Engineer

By L. J. Caufield
Highway Engineer

#1089

PR13-B disbursing

July 7, 1930

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Manager
Failing Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State we are handing you herewith copy of the notice of claim that has been filed in his office by the Standard Oil Company of California, it being this Company's claim in the sum of $345.72 against George C. Arens for materials furnished Mr. Arens in connection with his contract for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County, State Highway contract no. 1089.

This information is given you as you appear as surety on the bond furnished by Mr. Arens in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:s
cc George C. Arens

H. B. Glaisyer
Chief Clerk

July 7, 1930

Mr. Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sirs

Attention: Edith Libby

We acknowledge receipt of your letter of the 2nd instant enclosing three copies of the notice of claim of the Standard Oil Company of California against George C. Arens, being for materials furnished in the sum of $345.72 in connection with Mr. Arens's contract for the paving of the Canemah-New Era Section of the Pacific Highway.

Copies of this notice are today being sent to the contractor and to the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 2, 1930

RECEIVED
JUL 5 1930
OREGON

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we have received from Day, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by the Standard Oil Company of California for materials furnished in the sum of $345.72 against the bond taken from George C. Arenz, principal, and Fidelity and Deposit Company of Maryland, surety, for the work of paving the Canemah-New Era Section of the Pacific Highway, in Clackamas County, Oregon, State Highway Contract No. 1089.

We are enclosing a copy of this notice for your informationand files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

COPY

NOTICE of CLAIM

Portland, Oregon,
June 28, 1930.

State of Oregon,
Secretary of State,
Oregon State Highway Commission:

Notice is hereby given that the undersigned, Standard Oil Company of California, has a claim for goods, wares and merchandise, consisting of petroleum products, in the sum of $345.78, against the bond taken from George C. Arenz, principal, and Fidelity and Deposit Company of Maryland, surety, for the work of paving the Canemah-New Era section of the Pacific Highway, in Clackamas County, 4.4 miles in length, Oregon State Highway contract No. 1039.

STANDARD OIL COMPANY OF CALIFORNIA

By _____
District Sales Manager.

File No. 830

Filed July 8, 1930, H. E. Kyle, Secretary of State

PR 132 B

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

June 26, 1930

Day, Hampson & Nelson
Attorneys at Law
800 Pacific Building
Portland, Oregon

Gentlemen:

We understand that George C. Arens has a contract with you for the paving of the Pacific Highway between Oswego and New Era, in Clackamas

Replying to your letter of the 25th instant concerning the contract awarded to George C. Arens, wish to say that this is State Highway Contract no. 1089 and covers the paving of the Oswego-New Era Section of the Pacific Highway in Clackamas County, 4.4 miles in length.

to file such claim, will you please

This contract was awarded to Mr. Arens by the State Highway Commission on May 14, 1929. The bond furnished by Mr. Arens in connection with this contract was written by the Fidelity & Casualty Co. of Maryland, for whom Clarence D. Porter is the local agent, with offices in the Failing Building, Portland.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HGB:B

H. B. Glaisyer
Chief Clerk

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

...HAMPSON
...E C. NELSON
...L P. FARRENS
GEORGE L. BULAND
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT

June 25, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We understand that George C. Arenz had a contract with you for the paving of the Pacific Highway between Canemah and New Era, in Clackamas County.

The Standard Oil Company of California has a claim against one of Mr. Arenz's sub-contractors, and we desire to file claim against the bond. So that we will have sufficient information to file such claim, will you please let us have a correct description of the work, the name of the original contractor, and the name of his surety on the bond given to you?

Thanking you for this information, we are,

Very truly yours,

Dey, Hampson & Nelson.

#1079

17-0

ANSWERED
H. B. G.

#1029
30E

PR132B

March 19, 1930

American Surety Company of New York
W. A. King, Agent
Yeon Building
Portland, Oregon

Gentlemen:

Attached hereto is a certified copy of a notice of claim that has been filed in the office of the Secretary of State by the Southern Pacific Company, it being their claim in the sum of $1930.77 against the John Slotte Company and the American Surety Company of New York for labor, rental and materials furnished John Slotte and Company in connection with the contract awarded to this company by the State Highway Commission for the grading of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

This notice is sent you at the request of the Secretary of State since you appear as surety on the bond furnished by John Slotte and Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Claiguer
Chief Clerk

HBC:S
Enc.
cc John Slotte & Company

March 19, 1930

Mrs Hal E. Hoss
Secretary of State
B u i l d i n g

Dear Sirs

Attention: Edith Libby

We acknowledge receipt of your letter of the 17th instant in which you enclose three certified copies of the notice of the claim of the Southern Pacific Company against John Slatte & Co. which same has been filed in your office, it being their claim for labor, rental and material furnished in the sum of $1900.77 in connection with the contract awarded John Slatte & Company for the widening and betterment of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

We are today forwarding copies of this notice to the contractor and to the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

HAL E. HOSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 17, 1930

RECEIVED
MAR 19 1930
OREGON

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Alfred A. Hampson, General Attorney for Southern Pacific Company, Portland, Oregon, and filed as of this date, a notice of claim by Southern Pacific Company for labor, rental and material furnished in the sum of $1,900.77 against the bond taken from John Slotte & Co., Inc., principal, and the American Surety Company of New York, surety for the work of widening and betterment of 4.67 mile section of the Pacific Highway between Canemah and New Era in Clackamas County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

United States of America
STATE OF OREGON

TO THE SECRETARY OF STATE OF THE STATE OF OREGON, and

TO THE STATE OF OREGON, and

TO THE STATE OF OREGON HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, SOUTHERN PACIFIC COMPANY, has a claim for labor furnished in patrolling, protecting and repairing its railroad tracks and telegraph and/or telephone lines, and for rental of substituted telegraph and/or telephone cable in the sum of $1,900.77 against the bond taken from JOHN SLOTTE & CO. INC., principal, and AMERICAN SURETY CO. OF NEW YORK, surety, for the work of widening and betterment of a 4.67 mile section of the Pacific Highway between Canemah and New Era in Clackamas County, Oregon, the north end of said project being at station 220446.2 near the south edge of the town of Canemah and the south end at station 27460, approximately half a mile south of the store at New Era.

Dated at Portland, Oregon, March 15th, 1930

SOUTHERN PACIFIC COMPANY

By ALFRED A. HAMPSON
Statutory Agent and
Attorney in Fact

RECEIVED
1 9 1930

TO THE SECRETARY OF STATE OF THE STATE OF OREGON, and

TO THE STATE OF OREGON, and

TO THE STATE OF OREGON HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, SOUTHERN PACIFIC COMPANY, has a claim for labor furnished in patrolling, protectin and repairing its railroad tracks and telegraph and/or telephone lines, and for rental of substituted telegraph and/or telephone cable in the sum of $1,900.77 against the bond taken from JOHN SLOTTE & CO. INC., principal, and AMERICAN SURETY CO. OF NEW YORK, surety, for the work of widening and betterment of a 4.67 mile section of the Pacific Highway between Canemah and New Era in Clackamas County, Oregon, the north end of said project being at station 220446.2 near the south edge of the town of Canemah and the south end at station 27+60, approximately half a mile south of the store at New Era.

Dated at Portland, Oregon, March 15th, 1930

SOUTHERN PACIFIC COMPANY

By ALFRED A. HAMPSON
Statutory Agent and
Attorney in Fact

RECORDED:

File No. 827

Filed March 17, 1930, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Southern Pacific Company for labor furnished in patrolling, protecting and repairing railroad tracks and telegraph and/or telephone lines, and for rental of substituted telegraph and/or telephone cable in the sum of $1,900.77 against the bond taken from John Slotte & Co, Inc., principal, and American Surety Co. of New York, surety, for the work of widening and betterment of a 4.67 mile section of the Pacific Highway between Canemah and New Era in Clackamas County, Oregon, with the original notice of claim filed in the office of the Secretary of State on March 17th, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of March, A. D. 1930.

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Southern Pacific Company for labor furnished in patrolling, protecting and repairing railroad tracks and telegraph and/or telephone lines, and for rental of substituted telegraph and/or telephone cable in the sum of $1,900.77 against the bond taken from John Slotte & Co, Inc., principal, and American Surety Co. of New York, surety, for the work of widening and betterment of a 4.67 mile section of the Pacific Highway between Canemah and New Era in Clackamas County, Oregon, with the original notice of claim filed in the office of the Secretary of State on March 17th, 1930, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of March, A. D. 1930.

Hal E Hoss

Secretary of State

C. E. Heathman
Owner and Manager

PR1328

March 6, 1930

Mr. E. L. King, Cup't.,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

In response to the request of our Division Engineer, Mr. W. D. Clarke, I am mailing you herewith a certified copy of the state highway contract, #1029, which was awarded to John Slotte and Company, Incorporated, by the State Highway Commission, for the grading of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

For your information, will say that this contract was completed and accepted by the Highway Commission on April 20, 1929. In accordance with Section 2391, claims against the bond should be filed with the Secretary of State prior to the expiration of a period of one year from the date of completion of the contract.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:EF
cc W.D.Clarke

530 Rooms

"For Western Hospitality"
Park at Salmon — Broadway at Salmon
PORTLAND, OREGON

March 5, 1930

Mr. R. A. Klein,
State Highway Engineer
Salem, Ore.

Dear Sir:-

Will you please send to Mr E. L. King, Supt. D. P. Co. Portland, Ore. a certified copy of contract and bond of John Matte & Co on the Commonah - New Era section.

The D. P. Co. desire this copy for their use in connection with the collection of a claim for reimbursement of expense for protection & repair of wires & track during the progress of the work. They have filed their claim with the bonding company and anticipate the possibility of having to institute suit which they desire to do before expiration of the one year period during which the bond is effective after completion of the work, which period expires on or about April 20, 1930.

Very truly
W. D. Clarke
Div. Engr.

ANSWERED 1/1. B. G.

#1089
Clackamas Co
PR 132B

January 15, 1930

Mr. Hal E. Hoss
Secretary of State
Building

Attention Edith Libby.

Dear Sir:

This acknowledges receipt of your letter of the 10th inst. enclosing three copies of the claim of the Oregon City Sand and Gravel Company against George Arens being in the sum of $14,101.50 for sand, gravel and rock materials furnished Mr. Arens in connection with his contract for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

Copies of this notice are being mailed to the contractor and the surety on his bond.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

January 15, 1930

Fidelity & Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

In response to the request of the Secretary of State, we are mailing to you herewith a copy of a notice that has been filed in his office by the Oregon City Sand and Gravel Company, being notice of their claim against Mr. Arens in the sum of $14,131.50 for materials furnished him in connection with his contract for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

This information is given you as you appear as surety on the bond furnished by Mr. Arens in this instance.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF
cc Mr. Geo. C. Arens

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 10, 1930

RECEIVED
JAN 13 1930
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Guy L. Wallace, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Oregon City Sand & Gravel Co., a corporation, for sand, gravel, crushed rock and crushed gravel furnished and supplied in the sum of $14,101.50 against the bond taken from George C. Arenz, and the Fidelity and Deposit Company of Maryland for the paving of 4.4 miles of road in the county of Clackamas, State of Oregon, on the Pacific Highway and known as the Canemah-New Era Section.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

ANSWERED
H. B. G.

COPY

Oregon City, Oregon, January 9th, 1930

To the State of Oregon, Highway Commission,

Salem, Oregon.

Notice is hereby given that the undersigned, Oregon City Sand & Gravel Co., a corporation duly created, organized and existing under and by virtue of the laws of the state of Oregon has a claim for sand, gravel, crushed rock and crushed gravel furnished and supplied in the sum of $14101.50, against the bond taken from George C. Arens and Fidelity and Deposit Company of Maryland for the paving of 4.4 miles of road in the county of Clackamas, state of Oregon, on the Pacific Highway and known as the Canemah-New Era Section.

Oregon City Sand & Gravel Co.,

By FRED P. MORRY

President

(SEAL)

Service of the foregoing notice is hereby accepted in the city of Salem, Oregon, this ___ day of January 1930, for the State of Oregon.

Secretary of the State of Oregon.

ENDORSED:

File No. 816
Filed January 10, 1930, HAL E. HOSS, Secretary of State.

STENCIL NO. 125

1 F 132B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please
refer to File No._____

Jan. 11, 1930

Mr. Roy A. Klein

State Highway Engineer

Salem, Oregon

Dear Sir:-

We are enclosing herewith one set of approved specifications for Oregon Federal Aid Project No. 132-B.

Under separate cover approved plans are also being sent to you.

Very truly yours,

W. H. LYNCH
District Engineer

By _____
Highway Engineer

STENCIL NO. 125

Encls.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please
refer to File No._____

Dear Sir:-

We are enclosing herewith one set of approved specifications for _____ Federal Aid Project No. _____.

10-19-29

Dre. 1 2

SPECIAL PROVISIONS

Canemah-New Era, Paving

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A.M.) on the nineteenth (19th) day of April, 1929.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 4.4 miles of Portland cement concrete pavement on the Canemah- New Era Section of the Pacific Highway in Clackamas County, and of the performance of certain grading and rock surfacing work on the same section.

The north end of the project is at Station 221+73.5, which station is at the south edge of the town of Canemah. The south end of the project is at Station 27+06, which station is about one-half mile south of the New Era post office.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than September 30,1929.

GRADING WORK

Description:

The grading work to be done under this contract consists of the making of such excavations and of the constructing of such embankments as are necessary to bring to grade those portions of the roadbed which, for reasons having to do with the handling of traffic, have not been brought to grade under the grading contract which is now nearing completion.

As all of the sections of roadbed which remain to be brought to grade carry pavement over which traffic must be routed during much of the time that the new paving operations are in progress, the grading work can not be handled independent of the paving work, but must be co-ordinated with it in such manner that no part of the old pavement is torn up until the new work has advanced to the point where the part to be torn up is no longer

10-19-29

needed to carry traffic. This will require, in general, that the grading work and the removal of the old pavement be carried on only a very little ahead of the placing of the pavement, and it will require, in general, that the grading work and the removal of the old pavement be done in half-width strips the same as is hereinafter specified for the construction of the pavement.

The depth or height of the cuts and fills to be made will, in general, not exceed about three feet, and in most cases will be much less than three feet. The portions of the project on which grading work will be required and the cross-section to which the grading work is to be finished, are indicated on the plans.

Removal of Old Pavement:

Wherever the old pavement is within the limits of the new roadway and above the grade established for the bottom of the new pavement, the old pavement shall be taken up and hauled to and deposited at such points along the highway as the engineer may direct.

As hereinbefore mentioned, the taking up of the old pavement must be co-ordinated with the paving operations in such manner that it will in no way interfere with the plans for the handling of traffic, and, in general, the taking up of the old pavement must be done over only one-half of the new roadway width at a time.

When the old pavement is being removed part width at a time, some method that can be controlled with accuracy shall be used in making the cut between the part of the pavement that is to be taken out first and the part that is to be left in place until later. The ripping up of the pavement in such manner that the edge of the part of the pavement left in place is irregular or not in proper position, will not be permitted.

Payment for the taking up of the old pavement in the manner specified will be made at the price bid per square yard for "Removal of Old Pavement," which price shall be understood to include and cover the cost of hauling the old pavement materials to their place of deposit, it being understood that the place of deposit will in no instance be more than one-half mile from the point of loading.

Embankment Construction:

The materials to be used in the construction of those portions of the embankment which are to be directly below the new pavement, shall be selected rock talus materials containing clay in such proportions as to make it particularly suitable

for the purpose; which materials are available in limited quantities opposite about Station 68, and opposite about Station 81. In case sufficient quantities should not be obtainable at these locations, similar materials from other sources to be selected by the engineer will be used.

The portions of embankments which are more than twelve feet from centerline, shall be constructed of the materials from the roadway excavations, or, if the engineer so directs, of borrowed material of a similar nature.

The portions of embankments which are within twelve feet of the centerline shall be built up in layers approximately six inches in thickness, each layer being thoroughly compacted by rolling with a three-wheeled roller weighing not less than ten tons.

As hereinbefore stated, most, if not all of the embankments will have to be constructed half-width at a time, and their construction will have to be co-ordinated in a proper and satisfactory manner with the paving operations.

Payment for the constructing of those portions of the embankments which are constructed of the selected talus material above described, including the excavating and loading of the materials, the hauling of the materials a distance of one thousand (1,000) feet, and the spreading and rolling of the materials, will be made at the price bid per cubic yard for "Truck-measured Borrow." The quantities to be paid for will be measured in the trucks. In cases where the materials are hauled more than one thousand (1,000) feet, payment for the part of the haul that is in excess of one thousand (1,000) feet will be made at the price bid per yardmile for "Hauling Excavated Materials, Truck Measure," it being understood that the volumes are to be measured in the trucks and that the payhaul distances are to be measured in half-mile units, fractional half-miles to be allowed for as full half-miles.

Payment for the constructing of those portions of the embankments which are constructed of materials from the roadway excavations or of borrowed material of a similar nature shall be understood to be included in the payments made for the excavating and hauling of those materials, which payments will be made as hereinafter specified.

Roadbed Excavation:

For roadbed excavation and for ordinary borrow, payment will be made at the price bid for "Excavation, Single Classification," which price shall apply regardless of the kind, nature or condition of the materials excavated. The basis of payment

shall be as described in the standard specification form under the heading "Excavation and Embankment," except that the price bid shall be understood to contemplate a free haul of one thousand (1,000) feet instead of a free haul of three hundred (300) feet as stated in the standard specification. In cases where the materials are hauled more than one thousand (1,000) feet, payment for such part of the haul as is in excess of one thousand (1,000) feet will be made at the price bid per yard mile for "Hauling Excavated Materials, Place Measure," it being understood that the volumes will be measured "in original position prior to excavation," and that the payhaul distances will be measured in half-mile units, fractional half-miles being allowed for as full half-miles.

PREPARATION OF SUBGRADE FOR PAVEMENT.

The preparing of the subgrade for the pavement shall be performed and paid for in accord with the specifications given on pages 34 and 35 of the standard specification form.

The grade to which the pavement is to be constructed will, in general, be laid so that the materials from the trench in which the pavement is to be will be sufficient to build up to proper grade, the areas which are to be occupied by the rock shoulders, and to build up berms along the outer edges of the roadway to retain the rock shoulders in the manner indicated by the plans. In cases where the materials from the trench are not sufficient for the purposes stated, the necessary additional materials shall be obtained from the excavations made in connection with the roadbed grading operations hereinbefore described, or they shall be borrowed. If they are obtained from the roadbed excavations or if they are borrowed materials which the engineer elects to measure "in original position," they will be paid for at the price bid for "Excavation, Single Classification," allowance for such part of the haul as is in excess of one thousand (1,000) feet being made at the price bid for "Hauling Excavated Materials, Place Measure." If they are borrowed materials which the engineer elects to measure in trucks, they will be paid for at the price bid for "Truck-measured Borrow," allowance for such part of the haul as may be in excess of one thousand (1,000) feet being made at the price bid for "Hauling Excavated Materials, Truck Measure."

The square yard price bid for "Preparation of Subgrade" applies only to the subgrade to be occupied by Portland cement concrete pavement. It does not apply to the subgrade for rock surfacing or to the subgrade for rock shoulders.

PORTLAND CEMENT CONCRETE PAVEMENT

Description:

The pavement to be constructed under this contract shall be Portland cement concrete pavement of the cross-section shown in the plans. It shall be constructed in accordance with the standard specifications given on pages 48 to 56, inclusive, of the standard specifications, except as otherwise specifically provided by the provisions which follow.

Materials:

All of the materials used in the construction of the pavement will be required to comply fully with the requirements stated in the standard specifications, and in this connection, bidders are cautioned that gravel from some sources in the Willamette River fail to meet these requirements because of the presence of bark, chips and other vegetable matter. Also, sand from some sources in the Willamette River is unacceptable on account of its failure to meet the specified grading requirements.

Half-width Construction Required:

In order to satisfactorily provide for the traffic which must use the highway during the period of construction, the contractor will be required to construct the pavement in two strips, each strip having a width equal to one-half of the total width of the pavement . The only exception to this requirement is at the approaches to the Parrott Creek Bridge at New Era, where, for a short distance each way from the bridge the pavement is to be constructed in three strips as is indicated in the plans.

Compensation for whatever extra expense may be involved in the construction of the pavement in strips as above specified, shall be understood to be included in the price bid per square yard for "Portland Cement Concrete Pavement," and no separate or additional compensation for the same will be made.

Longitudinal Joint:

The joint between adjoining strips of pavement shall be constructed as specified on page 56 of the standard specification form.

Payment for the steel tie bars used in the construction of the joint will be made at the price bid per pound for "Bar Reinforcement." Compensation for other expense involved in the construction of the joint shall be understood to be included in the price bid for "Portland Cement Concrete Pavement."

Expansion and Contraction Joints:

Expansion and contraction joints shall be provided and paid for as specified on pages 53 and 54 of the standard specification form.

Where double thickness expansion joints are provided, as required at the ends of the Parrott Creek Bridge, the pay length to be allowed for the joint shall be twice the actual length.

Longitudinal Bars:

Along the outside edge of each panel of pavement, there shall be a three-quarters (3/4) inch plain round bar. This bar shall be located as is indicated by the plans, and one end of it shall protrude from the end of the panel into the end of the adjoining panel, to act as a dowel between the two panels.

In order that the end of the bar which protrudes into the adjoining panel may not bond with the concrete of that panel, thereby interferring with the free expansion and contraction of the pavement, the protruding end shall be covered with a "slip sleeve" or "dowel sleeve." The sleeve shall be some approved form of metal or paper sleeve. It shall fit snugly on the three-quarter inch round bar, and shall be approximately eighteen (18) inches in length. It shall be made with some form of "stop" which will prevent its slipping onto the bar more than seventeen inches, and it shall contain at least three-quarters of an inch of expansion space back of the "stop".

The longitudinal bars shall be supported and held in position while the concrete is being placed, by means of metal supports of approved design. The bars shall be accurately placed longitudinally, as well as horizontally and vertically, so that the ends of the dowel sleeves will be properly located with reference to the expansion and contraction joints.

Payment for the longitudinal bars will be made at the price bid per pound for "Bar Reinforcement", the number of pounds to be paid for to be the number of pounds of bar metal actually furnished and placed as computed from the number of lineal feet and the accepted theoretical weight per foot. Payment for the bars shall be understood to include compensation for the dowel sleeves and for whatever supports and attachments may be necessary to hold the bars in position.

Reinforced Panels at Bridge Ends:

The panels of pavement which adjoin the ends of the Parrott Creek Bridge at New Era shall be constructed in accord with the special design shown on the plans.

For the construction of these special panels, the contractor will receive in addition to the regular allowance for Portland cement concrete pavement, the following allowances:

1. Allowance for the extra bar reinforcement at the price bid for "Bar Reinforcement."

2. Allowance for the extra expansion joint material at the price bid for "Expansion Joints."

3. Allowance for the extra concrete at a price per cubic yard which is equivalent to the price per cubic yard received for pavement of standard thickness.

Method of Tamping and Finishing:

It shall be optional with the contractor whether mechanical tamping and finishing machines be used in the tamping and finishing of the pavement, or whether that part of the work be done entirely by hand.

Weighing of Aggregates, Etc.

The attention of the contractor is especially directed to those provisions of the standard specification for Portland Cement Concrete Pavement which require the proportioning of the aggregates by weight and which prohibit the piling or storing of aggregates on the subgrade.

ROCK SURFACING

Description:

In anticipation of probable settlement of fills, those portions of the project which are between Stations 81+35 and 78 +15, between Stations 64+55 and 58+55 and between Stations 11+06 (south of New Era) and 15+06(south of New Era) will not be paved under this contract, but shall be provided with a surfacing of crushed rock or crushed gravel, which surfacing will hereinafter be referred to as "Rock Surfacing."

Specifications:

The rock surfacing shall be constructed in accord with the standard specificotionfor "Rock Surfacing" as the same is given on pages 28 to 30, inclusive, of the standard specification form, except as that standard specification is supplemented and qualified hereinafter.

Kind and Quality of Materials:

The materials to be used in the construction of the rock surfacing shall be either clean crushed gravel or clean crushed rock manufactured from durable rock or gravel which when subjected to the standard abrasion test shows a loss not greator than six (6) per cent.

Sizes of Materials:

The surfacing materials shall be of two sizes, one of which sizes will be referred to as base course materials and the other of which will be referred to as top course materials.

The base course materials shall all pass a screen having one and one-half (1½) inch circular openings and shall all be retained on a screen having three-quarters (3/4) inch circular openings. They shall be well graded from the one and one-half inch size to the three-quarters inch size.

The top course materials shall all pass a screen having three-quarters (3/4) inch circular openings. They shall contain not more than thirty-five (35) per cent of sand or other material which will pass a screen having one-quarter (1/4) inch square openings. They shall be well graded from the three-quarters inch size to dust.

Filler:

Most of the filler material to be used in the construction of the surfacing will be rock talus material of the same kind as is hereinbefore specified for use in the construction of those portions of the embankment which are to be directly below the new pavement. It is anticipated, however, that some clay or other earth material will be also used.

Rolling:

The subgrade for the surfacing, and each course of the surfacing shall be thoroughly compacted by rolling with a heavy road roller.

Measurement and Payment:

Payment for the construction of the rock surfacing will be made in the manner specified in the standard specification for "Rock Surfacing," the pay items being "Rock Surfacing, Base Course" and "Rock Surfacing, Top Course."

Payment for the filler materials that are used in the surfacing construction will be made at the price bid per cubic yard for "Truck-measured Borrow," allowance for such part of the haul as may be in excess of one thousand (1,000) feet being made at the price bid per yard mile for "Hauling Excavated Materials, Truck Measure."

Payment for the preparation of the subgrade for the rock surfacing and payment for the hauling of the crushed gravel and crushedrock used in the construction of the rock surfacing shall be understood to be included in the prices bid for "Rock Surfacing, Base Course" and "Rock Surfacing, Top Course."

ROCK SHOULDERS

Specifications:

The rock shoulders shall be constructed in the same manner and of the same sizes of materials as are hereinbefore specified for the construction of the rock surfacing, except as is otherwise indicated by the plans and the following special provisions. The standard specifications for rock shoulders will not apply.

Preparation of Subgrade:

With the materials excavated in connection with the preparation of the subgrade for the pavement, or with materials brought in for the purpose as hereinbefore specified, the portion of the roadway which is not to be occupied by the new pavement, shall be brought to the cross-section indicated by the plans, the part of the subgrade which is to be occupied by the rock shoulders being thoroughly compacted by rolling with a heavy road roller.

Extra Width Shoulders:

The shoulders to be constructed between Stations 1+86 and 7+86 (south of New Era) and the shoulder to be constructed on the east side of the pavement between Stations 22+50 and 27+06 (south of New Era) shall be built nine feet wide. These particu-

sections of shoulders are to be used to carry traffic while adjoining sections of pavement are being placed and cured. They must, therefore, be constructed and in place not later than is indicated on the chart showing the sequence of construction operations, which chart appears on the accompanying plan.

Measurement and Payment:

Payment for the construction of the rock shoulders will be made at the prices bid per cubic yard for "Rock Shoulders, Base Course" and "Rock Shoulders, Top Course."

Payment for the filler materials that are used in the shoulder construction will be made at the price bid per cubic yard for "Truck-measured Borrow", allowance for such part of the haul as is in excess of one thousand (1,000) feet being made at the price bid per yard mile for "Hauling Excavated Materials, Truck Measure."

Payment for the preparation of the subgrade for the rock shoulders and payment for the hauling of the crushed gravel or crushed rock used in the shoulder construction shall be understood to be included in the prices bid for "Rock Shoulders, Base Course" and "Rock Shoulders, Top Course."

MISCELLANEOUS PROVISIONS

Royalties on Gravel and Rock:

The State Land Board has agreed to waive its claim to royalty on gravel taken from the Willamette River and used in the performance of the work to be done under this contract. The contractor is expected to see to it that, first, this waiver istaken advantage of by whatever party may take the gravel from the river; that, second, the advantage of the waiver is reflected in the prices that he (the contractor) may pay for the gravel; and that, third, the advantage is reflected in the prices bid by him for the work to be done under this contract. The State Highway Commission agrees to be responsible to the contractor for the amount of state royalty charged if, for any reason, the waiver above mentioned should not be made.

If the contractor elects to use crushed rock in the work instead of gravel, the State Highway Commission will acquire and make available to the contractor without charge, the right to take the necessary quantities of rock from a ledge located about two hundred feet to the east of the highway at about Station 40.

Work to be Done While Highway is Being Used by Traffic:-

The work to be done under this contract shall be performed while southbound traffic is using the highway throughout the entire length of the project, and while northbound traffic is using the highway from a point about one thousand (1,000) feet south of New Era, north to New Era.

Work to be Done in Units:

In order that the work may be performed with a minimum of inconvenience and discomfort to traffic, the work shall be performed in units, the limits of which units and the order of their performance (subject to such variation as may later appear to be advisable) shall be as follows:

1.	Pave	west half	Sta.	131+39.5	to	118+20.5
2.	Pave	west half	"	68+15	"	64+55
2A.	Const. rock surfacing,	full width	"	78+15	"	81+35
2B.	Const. rock surfacing	full width	"	58+55	"	64+55
3.	Pave	east half	"	0+54	"	1+94
3A.	Const. rock shoulder	west side	"	1+86*	"	7+86*
4.	Pave	east half	"	1+86	"	7+86*
5.	Pave	west half	"	19+46	"	27+06*
5A	Const. rock surfacing	Full width	"	11+06*	"	15+06*
6.	Pave	east half	"	221+73.5	"	81+35
7.	Pave	east half	"	78+15	"	64+55
8.	Pave	east half	"	58+55	"	1+94
9.	Pave	west half	"	1+54	"	0+54
9A	Const. rock shoulder	east side	"	1+86*	"	7+86*
10.	Pave	west half	"	1+86*	"	7+86*
11.	Pave	east half	"	7+86*	"	11+06*
11A.	Const rock shoulder	east side	"	22+50*	"	27+06*
12.	Pave	east half	"	15+06	"	27+06
13.	Pave	west half	"	221+73.5	"	131+39.5
14.	Pave	west half	"	118+20.5	"	81+35
15.	Pave	west half	"	78+15	"	68+15
16.	Pave	west half	"	58+55	"	1+54
17.	Pave	center panels	"	1+14	"	0+54
18.	Pave	" "	"	1+86*	"	2+46*
19.	Pave	west half	Sta.	7+86*	"	11+06*
20.	Pave	west half	"	15+06*	"	19+46*

* Station numbers thus marked are south of the Parrott Creek Bridge. All others are north of the Parrott Creek Bridge.

This order of performance of work is shown on the plans in graphic form under the heading "Chart Showing Sequence of Construction Operations."

The order of performance of the grading work is not specified as that is largely optional with the contractor, it being required only that the grading be completed ahead of the paving and that no unit be graded until such time as it is no longer needed to carry traffic. The times indicated for the performance of the rock surfacing work and the rock shoulder construction work are the latest times permissible. and those parts of the work may be done earlier if the contractor so desires.

PROVISION FOR TRAFFIC

The contractor agrees that he will perform the work to be done under this contract in such manner that the traffic which, as hereinbefore specified, is to use the highway during the time that the construction operations are in progress, can flow freely safely and without interruption, discomfort or dissatisfaction, continuously and at all hours of the day and night; that he will maintain for the traffic at all times a reasonably smooth, unobstructed and easily travelled roadway of adequate width; and that he will provide flagmen, barricades, lights and direction signs wherever and whenever they may be needed to safeguard traffic or to protect the work and the workmen from injury.

The State Highway Commission will furnish such flagmen, but only such flagmen, as may be required to divert from the highway that part of the traffic which is to be detoured, and to direct over the routes which it is to follow, that part of the traffic which is not to be detoured.

PORTLAND FILE COPY

STENCIL NO. 125

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon.

In reply please
refer to File No._____

Jan. 11, 1930

Mr. Roy A. Klein

State Highway Engineer

Salem, Oregon

Dear Sir:-

We are enclosing herewith one set of approved specifications for ~~Oregon~~ Federal Aid Project No. 132-B.

Under separate cover approved plans are also being sent to you.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. CAULFIELD
Highway Engineer

Encls.

AHB

PORTLAND FILE COPY

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
WASHINGTON, D.C.

In Your Reply Please
Refer To File No._____

Dear Sir:

I am enclosing herewith one set of specifications approved for OREGON Federal Aid Project No. 132B

Under separate cover I am returning approved plans for this project.

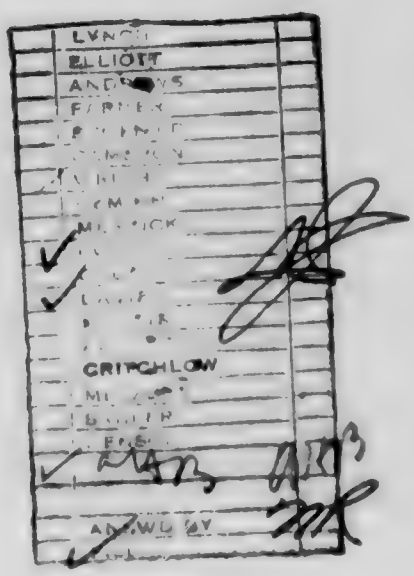
Very truly yours,

P. St. J. Wilson,

Chief Engineer.

By W. S. Adams

Enclosures.



Form 39—D-12887—GE—1-36.

PR132 B
NOTED
(Dist. Highway) Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 11/30, 1937

Job name Irving - Coburg
New Exp

Week from 11/24 to 11/30

Mail address Oregon City, Ore

Highway Pac Hy 99

Telegraph or telephone address

County Clackamas Job prefix 2PE-1

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Finished Contract on 29th

(See back of this sheet for instructions and detailed information)

Signed [signature]

Title

#1049

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 4.4

Miles paving completed 4.4

Total square yards in project 22227

Square yards completed to date 22227

Average daily square yards this week —

Miles shoulders completed both sides 4.4

Contractor's average force for week 9 men 3 tr/s *men,*

1-shovel ..... *teams,* 3 ..... *trucks*

Job will be completed about Completed

Number of men in Engineering Party 1

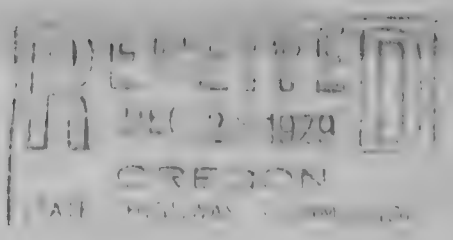
DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1059
(Barbarossa Co)

PW1329



State of Oregon,

County of Multnomah . . . ss.

I, Guy L. Wallace, being first duly sworn depose and say that I am the attorney for and a director of Oregon City Sand & Gravel Co., an Oregon corporation, with principal office at Oregon City, Oregon; that on or about the 17th day of May 1929, said above named corporation entered into a contract with one George C. Arenz for the furnishing to said Arenz all sand, gravel and crushed rock to be used by the said Arenz in the construction of that certain 4.4 miles of paving known as the Canemah-New Era Section of the Pacific Highway and that pursuant to said contract the said corporation above named did furnish to said Arenz the materials hereinbefore mentioned and that said materials were used by the said Arenz in the construction of the paving above named; that the said Arenz has failed, neglected and refused to make full settlement with said Oregon City Sand & Gravel Co., for the materials so furnished by it; that this affidavit is made for the purpose of securing a copy of the contract made by said Arenz with the Highway Commission of the State of Oregon and the bond securing the same.

G. L. Wallace

Subscribed and sworn to before me this 27th day of December 1929.

A. Alexander

Notary Public for Oregon.

My commission expires Sept. 21st 1932.

copy was sent 12/19/29 ORS

NOTED
H. R. GLAISYER

State of Oregon,

County of Multnomah . . . ss.

I, Guy L. Wallace, being first duly sworn depose and say that I am the attorney for and a director of Oregon City Sand & Gravel Co., an Oregon corporation, with principal office at Oregon City, Oregon; that on or about the 17th day of May 1929, said above named corporation entered into a contract with one George C. Arenz for the furnishing to said Arenz all sand, gravel and crushed rock to be used by the said Arenz in the construction of that certain 4.4 miles of paving known as the Canemah-New Era Section of the Pacific Highway and that pursuant to said contract the said corporation above named did furnish to said Arenz the materials hereinbefore mentioned and that said materials were used by the said Arenz in the construction of the paving above named; that the said Arenz has failed, neglected and refused to make full settlement with said Oregon City Sand & Gravel Co., for the materials so furnished by it; that this affidavit is made for the purpose of securing a copy of the contract made by said Arenz with the Highway Commission of the State of Oregon and the bond securing the same.

Guy L. Wallace

Subscribed and sworn to before me this 27th day of December 1929.

A. Alexander

Notary Public for Oregon.

My commission expires Sept. 21st 1932.

Copy was sent 12/19/29 OHS

NOTED
H. R. GLAISYER

GUY L. WALLACE
ATTORNEY AT LAW
YEON BUILDING
BEACON 5124
PORTLAND, OREGON

L 1 1 10
#1089
Ind. Co
PR 1329

December 20, 1929

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1060 for the construction of the Cazenovia-New Era Section of the Pacific Highway in Clackamas County, consisting of 4.4 miles of paving, has been completed by the contractor, Geo. E. Arens, and that final settlement will be made by the State with said contractor for work done under said contract on or after December 30th, 1929.

The State has been advised of the claim of the Oregon City Sand & Gravel Company claim in amount $18,881.82 against this contract but you are advised that the State assumes no responsibility for this claim or any others which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor on this project which will include the above final payment will be $149,899.27. Of this amount $1,567.30 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

SAN FRANCISCO, CALIF.
748 SANSOME STREET
LOS ANGELES, CALIF.
658-688 SO. ANDERSON ST.
SEATTLE, WASHINGTON
CENTRAL BUILDING

WILBUR-ELLIS COMPANY

TERMINAL SALES BUILDING

PORTLAND, OREGON

CABLE ADDRESS "WILBEL"

WILBUR-ELLIS COMPANY
OF CANADA, LTD.
VANCOUVER, B. C.
STANDARD BANK BUILDING

December 14, 1929.

State Highway Commission
Salem, Oregon.

Gentlemen:-

We have attached a statement of our account against Mr. George Arenz covering cement deliveries on the State Highway job at New Era, Oregon. The greater portion of this bill is over three months old and we have repeatedly tried to collect from Mr. Arenz who has advised us that it is impossible for him to make payment until he receives the amount due him from the State Highway Department on the completion of his contract.

As you fully realize, this is very indefinite and we are not in a position to carry the account any longer. We are wondering whether it is feasible to receive a remittance from you, which in turn could be deducted from your next payment to Mr. Arenz.

We will appreciate an early reply to the above.

Yours very truly,

WILBUR-ELLIS COMPANY.

By: R. P. Williams Jr.

RPO:B
Encl.

ANSWERED
H. B. G.

#1089

WILBUR-ELLIS CO.
OF CANADA, LTD.
STANDARD BANK BLDG.
VANCOUVER, B. C.

PORTLAND OFFICE
TERMINAL SALES BLDG

WILBUR-ELLIS COMPANY

CENTRAL BUILDING

ELLIOTT 3136 ELLIOTT 3137

COMPANY

#1328

RANCE

SEATTLE, Dec 10,1929

SOLD TO Mr. George Arenz
516 Guaranty Bldg.,
Portland, Ore.

Balance due covering account previous rendered	$5992 50
PASS DUE	

14, 1929.

RECEIVED
DEC 16 1929
OREGON

Pacific
Canemah-

instant
nd Gravel

on of your
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ders is the

cc to George Arenz
516 Guaranty Bldg.,
Portland, Oregon.

NOTED
H. R. GLAISYER

#1059

H 1328

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R.E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

December 14, 1929.

RECEIVED
DEC 16 1929
OREGON

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: In re: Bond #3645488-A -- Paving Pacific Highway, Clackamas County, Canemah-New Era Section.

Referring to your letter of the 11th instant enclosing copy of claim of Oregon City Sand and Gravel Company:

I wish to advise you for the completion of your records that Mr. Arenz is ready and willing to pay the Oregon City Sand and Gravel Company for the amount of money he owes them in connection with his contract with these people but apparently Mr. Morey has increased his claim beyond that stipulated in the contract and Mr. Arenz will not pay him only what he considers is the right amount which is $9,272.75.

Very truly yours,

Clarence D. Porter
Manager

CDP:EA
cc to George Arenz
516 Guaranty Bldg.,
Portland, Oregon.

NOTED
H. R. GLAISYER

#1089
Oswego, Or
PP 1325

December 11, 1929

Fidelity & Deposit Company of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from the Oregon City Sand & Gravel Company in which they advised you of their claim in the sum of $12,821.02 against George Arens, it being for materials furnished Mr. Arens in connection with his claim for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

This information is given you as you appear as surety on the bond furnished by Mr. Arens in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Claiayer
Chief Clerk

HBC:S
Enc.
cc George C. Arens
516 Guaranty Bldg
Portland, Ore.

Oregon City Sand and Gravel Company

DEALERS IN

GRAVEL AND SAND

OREGON CITY, OREGON

December 11, 1929

Oregon City Sand & Gravel Company
Foot of 14th Street
Oregon City, Oregon

Attention: Fred P. Morey
President

Gentlemen:

December
10,1929

This acknowledges receipt of your letter of the 10th instant advising us of your claim in the sum of $12,821.02 against George Arens, being for materials furnished Mr. Arens in connection with his [redacted] contract for the paving of the Canemah-New Era Section of the Pacific Highway.

In connection with this contract Mr. Arens furnished the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Fidelity & Deposit Company of Maryland, for whom Clarence D. Porter is local agent, with offices in the Failing Building, Portland. We would suggest that you take the matter up with the bonding company in the event that you have difficulty in securing satisfactory settlement from the contractor.

The number of this contract is State Highway Contract no. 1089 and is for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

J. GILLISON, SECRETARY

Oregon City Sand and Gravel Company

DEALERS IN

GRAVEL AND SAND

OREGON CITY, OREGON

SHIPPING FACILITIES ON
Southern Pacific Railway
Willamette Valley Railway Co.
Portland Electric Power Co.

OFFICE AND PLANT
Foot of Fourteenth Street
Oregon City
Telephone 619

STATE HIGHWAY COMMISSION
OREGON
RECEIVED
DEC 11 1929

101

December
10,1929

State Highway Commission,
Salem, Oregon.

Gentlemen:-

This is to notify you that our claim of $12,821.02 for material delivered to George Arenz, General Contractor on the State Highway job, Canemah and New Era Section is still unpaid.

We request that you protect our claim as far as possible.

Very truly yours,

Oregon City Sand & Gravel Co.

By Fred A Harry
Pres

ANSWERED
H. B. G.

Form 10—D-1258 -GM—4-30.

1 1 1328

NOTED

State Highway Engineer

STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 11/2, 1927

Job name Paving - Grading

Week from 10/27 to 11/2

Mail address Oregon City

Highway Pacific

Telegraph or telephone address

County Clackamas Job prefix APE-1

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Finished rock crushing on 31st and balance of rock contractor cleaning out entrance and moving equipment to Portland to complete ditching at

(See back of this sheet for instructions and detailed information)

Signed

Title

OR 132 B

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 4.4

Miles paving completed 4.4

Total square yards in project 52227

Square yards completed to date 52227

Average daily square yards this week —

Miles shoulders completed both sides 4.4

Contractor's average force for week 20 men,

1-Shovel teams, 5 trucks

Job will be completed about Nov. 8-1929

Number of men in Engineering Party 1

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 132 B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please
refer to File No. Ore.F.A.P.132-B

Post Office Building
Portland, Oregon.

Oct.30, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project,

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

Hon

Oregon Federal Aid Project No. 132, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on April 7, 1928, by the State Highway Commission of Oregon, and on April 27, 1928, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 132, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section B to provide for the construction of Portland cement concrete pavement over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $120,687.60 to $277,561.35, and that the Federal funds approved and set aside to the credit of said Section B be increased from $75,128.03 to $86,512.14:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-six thousand, five hundred twelve and 14/100 dollars ($86,512.14) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of eighty-six thousand, five hundred twelve and 14/100 dollars ($86,512.14), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of two hundred seventy-seven thousand, five hundred sixty-one and 35/100 dollars ($277,561.35), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 20th day of September, 1929, and the Secretary of Agriculture on the 19th day of October, 1929.

STATE HIGHWAY COMMISSION OF OREGON

By H B Van Duzer
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By Robert W Sawyer
Member, State Highway Commission

C W Marvin

Acting Secretary of Agriculture

136

Oregon Federal Aid Project No. 132, Section B.

EXECUTE AGREEMENTS SEE PROJECT NO. 132-B.
FOR AUTHORITY OF HIGHWAY DEPARTMENT TO

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 27+00 approximately one-half mile south of New Era, and survey station 220+46.24 near the south city limits of Canemah (excepting therefrom the bridge across Parrett Creek at New Era, which is Section A of said project), locally known as the Pacific Highway between Albany and Portland, Clackamas County, and designated in the records of this Department as Section B of Project No. 132, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 277,561.35 in lieu of the $75,128.03 approved by Certificate of April 27, 1928, Section B of as the total estimated cost of said project, and the sum of $ 86,512.14/ as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed authorized Federal pro rata share the/ ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 19th day of October one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4339

PR1323

October 24, 1929

Montague-O'Reilly Company
General Contractors
407 U. S. Nat'l. Bank Bldg.
Portland, Oregon

Gentlemen:

Replying to your inquiry of the 23d inst. concerning the time limit for the filing of claims against the Arcum Construction Company for materials furnished them in connection with their contract for the paving of the Canemah-New Era Section of the Pacific Highway, wish to say that according to Section 2092 of the Oregon Laws, a mimeographed copy of which we enclose, notice of claims should be filed with the Secretary of State prior to the expiration of a period of one year from the date of completion of the contract.

The above mentioned contract has not as yet been completed; hence you have at least a period of one year in which to file your claim with the Secretary of State. In order to hold the bond liable in connection with this claim. The bond is automatically terminated when this period of one year is up.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

S. S. MONTAGUE,
PRESIDENT AND MANAGER

[illegible] COMMONWEALTH BUILDING
[illegible] FOURTH SIXTH STREET
BROADWAY [illegible]

MONTAGUE-O'REILLY COMPANY

GENERAL CONTRACTORS
PORTLAND, OREGON

HIGHWAY CONSTRUCTION
GENERAL CONSTRUCTION
PAVEMENTS, ROADS
SEWERS, WATER WORKS
CONCRETE

407 U. S. NATL BANK BLDG.
BROADWAY 3838

October 23, 1929

State Highway Department
Salem, Oregon

Gentlemen:

Will you please advise me when the time will expire for filing Claim for materials furnished for the improvement of the Pacific Highway between Canemah and New Era.

This work we understand is about completed by the Arenz Construction Company.

Yours very truly,

MONTAGUE-O'REILLY COMPANY

by [signature]

SSM:EA

ANSWERED
H. B. C.

E.E. E.E.

#1029

30E

PR1328

August 12, 1929

American Surety Company of New York,
W. L. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make final payment to John Slotte & Company on contract No. 1029 for the construction of the Canemah -New Era Section of the Pacific Highway in Clackamas County. This payment will be made on or after August 22nd, 1929.

For your information we wish to advise that the total amount paid on this contract which will include the final payment will be $165,875.06. Of this amount $4,942.71 was for force account work.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 1321B

Form 31—7618—2M—1-28.

NOTED

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Aug 3, 1929

Job name Paving - Canemah - New Era

Highway Pacific

County Clackamas Job prefix 30E-1

Week from 7/28 to 8/3

Mail address Oregon City, Ore.

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Graded and laid forms on Sunday.
Second shovel arrived on 29th and cut into Fly creek hill on 31st
Mixer down from 10-45 A.M. to 1 P.M. on 31st acct. no Osuego cement on hand. Osuego cement had been used on sect. #6, from Sta 133, and it was desirable to continue this brand to the south end of sect. #6. I had advised Mr. Arens to that effect on the 29th and with out notice he discontinued Osuego cement and had Belgium cement delivered onto grade.
Completed section #6, 11 o'clock Aug 1st and in all probability will not resume paving operations until next Monday. This delay is caused by lack of prepared sub-grade on Section #7, Fly creek hill.

(See back of this sheet for instructions and detailed information.)

Signed F. J. Young

Title

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 4.4

Miles paving completed .....

Total square yards in project 52,500

Square yards completed to date 19,244

Average daily square yards this week 543-

Miles shoulders completed both sides -

Contractor's average force for week 49 *men,*

2- Shovels *teams,* 4 *trucks*

Job will be completed about Oct 31-1929

Number of men in Engineering Party 7

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 132-B

July 20, 1929

Dr. F. O. Riley, President,
Benton County Federation of Community Clubs,
Hubbard, Oregon.

My dear Doctor Riley:

Your letter of June 20th, 1929, addressed to the State Highway Commission on the subject of the detour road between Canemah and New Era was considered and discussed by the members of the State Highway Commission at their last meeting.

The matter of taking care of traffic on any construction job and particularly where traffic is as heavy as it is on the Pacific Highway is a matter of great importance and has been given a very thorough study in this particular case. The contract for paving this section was let with the provision that south bound traffic would be maintained along side of the new paving throughout the construction, thus leaving the old county road over the hill open for north bound travel. This method, I think, proved quite satisfactory during the grading operations.

As you know, the old county road is about 1½ miles longer, with some steep grades and, while it serves well as a one-way traffic road, it would tend to be congested if all of the Pacific Highway travel, both ways, were carried over it, particularly on the hills on each end. This was one of the controlling features which prompted our decision to carry traffic along side of the construction work. We anticipate that at times there will be tight places where south bound traffic will be inconvenienced in passing the paving operations and it may be that at certain times it may be necessary to route both north and south bound travel over the detour road to avoid those conditions. However, this would only be during the working hours, between 8 A. M. and 5 P. M. During the rest of the day and all day on Sundays the roadway along side of the pavement would be left open for travel.

It appears to me that the statement which has been given out by the contractor that a month's time would be saved if the detour road were used for both north and south bound traffic is greatly exaggerated

for the particular purpose of his financial benefit. I anticipate that there will be no difficulty in finishing up this job this season with a reasonable daily progress. You may be assured that both the Commission and the Engineer thoroughly realize the necessity of completing this job this season and will watch the progress being made closely. In the event that other plans or methods for handling traffic may be worked out which would expedite completion of the work and, at the same time adequately serve traffic, you may be sure that we will take advantage of them.

We appreciate your friendly and continued interest in the State Highway program.

Very truly yours,

EAK:S

State Highway Engineer

DR. HENRY MORRIS, SECRETARY-TREASURER
Salem, Oregon

DR. P. O. RILEY, PRESIDENT
Hubbard, Oregon

GEORGE HUBBS, VICE-PRESIDENT
Silverton, Oregon

P R O

Marion County Federation of Community Clubs

OFFICE OF THE PRESIDENT

HUBBARD, OREGON

June 20, 1929

To State Highway Commission —

Gentlemen —

We the undersigned are decidedly in favor of closing the stretch of road between New Era and Oregon City and run both North and South traffic over the hill in order that Construction work may continue uninterruptedly and be finished as quickly as possible.

(Signed) Dr. P. O. Riley Pres. Federated Clubs.
Gordon J. Skyler Molalla, Ore.
Sec Cascade Highway association.
Alois Leber, Secretary Mt Angel Community Club
L. A. Pitney - Silverton Chamber Commerce
Atty W. J. Vandenberg - Dallas Ore
L. A. Miller Hubbard
President Hubbard Commercial Club

TELL THE WORLD ABOUT OREGON

CHAMBER OF COMMERCE
SALEM, OREGON

June 14, 1929

Mr. Roy A. Klein, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:

There seems to be a general opinion that instead of routing traffic north through your construction work between New Era and Oregon City that it would be better to detour the north and south traffic as last year.

I understand the committee in Oregon City has taken this up and will recommend the detour both ways in order that the construction may be completed before the State Fair.

If keeping traffic off of construction work will gain 30 days in time, I believe it would be best to do that.

This matter was called to my attention by Harry Crain and I believe he has some correspondence from Oregon people taking this view - closing all traffic through construction work in order that it may be completed 30 days sooner.

Very truly,

C.E. Wilson
Secretary

THIS PAPER IS MANUFACTURED IN SALEM, OREGON

PHOTOS COPYRIGHTED BY RALPH J. EDDY

WILLAMETTE FALLS AT OREGON CITY

MANUFACTURING DISTRICT OF OREGON CITY

THE CITY WITH FOUR MILLION DOLLAR PAYROLL

Oregon City
Chamber of Commerce

Oregon City, Oregon

June 12, 1929

WILLAMETTE RIVER BRIDGE AT OREGON CITY

OREGON CITY'S FREE MUNICIPAL ELEVATOR

To the State Highway Commission
Salem,
Oregon

Gentlemen:

The contractor on the Canemah-New Era section of the State highway has appeared before the committee of the Chamber of Commerce with the following information concerning the completion of this paving job.

He has informed us that due to the very late start on the work it is very probable under the present plans of working, that he will not be able to complete the work before the rainy season. Therefore part of this work would have to be held over until next year. However, if he were allowed to detour the traffic from both directions, it would allow him more freedom to carry on the work and therefore would assure the completion of the job in ample time before the rainy season or before the 1st of September. He has asked if it would be acceptable to the Chamber of Commerce to detour the traffic from both ways provided the City would be allowed to direct the traffic through Oregon City, the city to erect suitable detour signs within the city limits.

We wish to advise that this plan would be acceptable to the Chamber of Commerce and that we will make every effort to not inconvenience the travelling public any more than is absolutely necessary.

John B. Humphrey
A. D. Ethell
J. L. Franzen

JLF:B

Committee.

MEMBER OF CHAMBER OF COMMERCE OF THE UNITED STATES OF AMERICA

Linn E. Jones

ROAD BARONS THUMB NOSES AT PETITIONS

Request that Canemah-New Era Section be Closed Smothered

Plea for Speed in Completing Job Overruled by Roy Klein

BY HARRY N. CRAIN

Their written communications requesting and recommending that that portion of the Pacific highway between New Era and Canemah, now under construction, be closed until the paving has been completed having been sidetracked upon the adverse report of the state highway engineer without so much as a formal reading before the highway commission, representatives of commercial and civic bodies in Salem, Oregon City, Aurora, Hubbard, Woodburn, Silverton, Mt. Angel and other communities directly affected by the long-drawn-out reconstruction activities on this piece of road are preparing to appear before the commission at its next meeting to determine, if possible, whether the engineers are chiefly concerned with building a road or discommoding the travelling public.

Meanwhile, several hundred motorists are daily bumping, jostling and cursing their "stop-and-go" way through clouds of dust blanketing the three miles of construction work while left in ignorance of a thoroughly safe and comparatively smooth detour road paralleling the torn-up stretch of highway.

No more pointed expression of the "public be damned" attitude has been voiced since the days of Cornelius Vanderbilt.

So far the highway engineer has given no reason for his refusal to sanction use of the detour by both north and south bound traffic other than that the contractor in his bid agreed to provide for the passage of one-way traffic through the job.

Evidently the fear that the contractor may in some measure benefit from being relieved of the handicap of handling traffic thru the job overbalances the factors of safety, convenience and comfort to the public and increased speed in completing a project that has now dangled along for 18 months and bids fair to be another year in the completion, in the judgment of the highway engineer.

Eighteen months ago, following the decision of the highway commission to straighten and repave this long outgrown section of the heaviest traveled highway in the state, the contract for grading was let with the stipulation that part of the job was to be completed by September 30, 1928. On February 9, 1928, work on the grading job was started, and soon afterward the highway department commenced to detour northward traffic over the county road which leaves the highway just north of the New Era bridge and enters Oregon City over the hill.

Battling southbound traffic, which still continued to flow through and past the construction work which included much blasting and heavy rock work, the contractor made slow progress and by mid-summer it was apparent even to the layman that the grading would not be completed and the road properly gravelled before the winter season set in, although Roy Klein, highway engineer, repeatedly asserted that the job would be finished by October or November.

The contract, which still left considerable cutting and filling to be done, was called finished April 20 of this year, and bids were asked and opened for the paving late in May. To investigate the legality of certain phases of the call for bids before letting the contract the highway commission delayed the award for a full month.

It was after award of the contract and after having put up with the inconvenience and discomforts and hazards of the torn up road for nearly a year and a half that the people principally interested in completion of the road filed their request that the road be closed completely, except to purely local traffic, with the highway department.

They pointed out:

That the highway department is now and did all of last summer divert northbound traffic over the detour, and is required to maintain the road as a detour whether traffic moves both ways or only one over it.

That the detour road is but a half a mile longer than the highway route, surfaced with macadam and concrete paving and is amply wide in the narrowert place to accomodate two-way traffic.

That the grades for southbound traffic over the detour are not as heavy as those which the department is requiring northbound traffic to climb at present.

That there is serious danger that the paving operations will not be completed under the present plan of requiring the contractor to "battle traffic" before the fall rains set in to tie the job up for the winter, which would leave the public to grind its way through the mud for another seven or eight months.

That, in any event, closing of the job to all but local traffic would speed up construction and enable the contractor to do a better job than under the handicaps the highway department is now imposing upon him.

That travel in both direction over the detour can be made with greater comfort, speed and safety than through the construction work.

That travel through the job is at best highly hazardous, and that the responsibility for accidents upon that portion of the road lies with the state if the contractor complies with the requirements of the department in keeping the road open to traffic.

To Salem it was particularly desirous that the paving be completed and opened by state fair time, and upon assurance from the contractor that he could accomplish this the Salem chamber of commerce addressed two letters to the highway commission requesting that the traffic be detoured out of the work in both directions.

Joining in the plea the Oregon City chamber addressed a similar letter to the commission signed by John R. Humphries, O. S. Ely, J. L. Franzen, E. E. Brodie and Linn E. Jones. The Oregon City request also embraced an offer to erect and maintain adequate signs to direct traffic over the detour.

A further request was contained in a letter addressed to the highway commission and signed by P. O. Riley of Hubbard, president of the Marion County Federation clubs; Gordon J. Taylor of Molalla, secretary of the Cascade Highway association; Alois Keber, secretary of the Mt. Angel community club; M. J. Van Valkenberg, president of the Silverton club, and L. A. Miller, president of the Hubbard Commercial club.

At the last meeting of the commission Roy Klein, chief engineer and secretary, mentioned to the commissioners that these communications had been received but that he was opposed to the idea, whereupon the commission washed its hands of the matter.

As a result southbound traffic will, for a time at least, continue to bump and rock its perilous way through the construction activities and a cloud of dust so dense that the engineers trying to establish the grade for the paving crews cannot see to use their transits at times, and long strings of cars will continue to be held up for from 15 minutes to an hour or more at a time to accomodate material trucks and construction operations, or wait while the narrow passageway is being cleared of wrecked vehicles such as one truck, a passenger bus and several cars that have already been the victims of the arogant dictat of the road barons.

Capital Journal
July 12/1929

Public Takes Detour Rather Than Plough Thru Dust and Holes

By HARRY N. CRAIN

The traveling public, which the state highway engineer fears might be discommoded by being routed around the highway construction work under way on the Pacific highway between New Era and Canemah, voiced its own voluntary reply to the petitions of interested communities that the road be entirely closed to all except local traffic and to the objections of the engineer in an illuminating manner Friday.

In order that the reconstruction job, which has already dangled along for 18 months, may be rushed to the earliest possible completion and all chances of failing to complete the paving before winter sets in abolished, representatives of the chambers of commerce and community clubs of Salem, Oregon City, Aurora, Hubbard, Mt. Angel, Silverton and Molalla requested the highway commission at its last meeting to divert all but local traffic off from the job and over the well-improved detour now carrying north bound traffic.

Upon the recommendation of Roy Klein, highway engineer, the petitions were refused.

So far Klein has given no reason for his opposition to the closing other than that the contractor agreed to maintain one-way traffic through the job in accepting the contract, and that the traveling public might be discommoded.

Friday morning the contractor stationed a man at the north junction of the stretch under construction and the detour used by northbound traffic with instructions to stop all southbound vehicles and advise the drivers of the condition of the road through the construction work and of the existence of the detour. This man advised each one that they could go through the job if they so desired, but that the road was rough and narrow in places and that they were liable to be held up for from five to 15 minutes if they happened to pass the paving machine when the gravel and cement trucks were unloading.

This was kept up for three and one-half hours.

Without exception the driver of every through vehicle elected to take the detour, including passenger cars, stages and trucks.

Drivers emerging from the south end of the detour described it as being in very good shape, amply wide and perfectly safe.

During the three and a half hours that traffic was voluntarily keeping out of the way of the construction crews the crews laid twice as much pavement as during any corresponding period since work was started.

In the afternoon this service to the motoring public was discontinued and cars again started to flow through the job. A representative of the Capital Journal went through the stretch under construction.

Where the traveled roadway runs alongside the newly graded and paved sections the passageway is narrow, dusty, rough with chuck-holes from the constant passing of heavy material trucks and other vehicles, and in several paces where it crosses new fills is soft.

Wednesday morning a heavy freight truck and trailer mired down in one of these soft stretches. The trailer had to be anchored with guy-lines to keep it from tipping over, unload and dragged out and reloaded by hand. It was 12 hours before the roadway was completely cleared again.

Thursday a passenger bus broke a drive shaft while passing over one of the narrow, rough sections and held up all traffic behind it until it could be pulled out of the way.

Friday afternoon a blanket of dust hung over the entire length of the construction job, and motorists (including innumerable tourists) choked and cursed and "stopped and started" and repeated the outine as they bumped and rocked their way through the work.

Meanwhile there was a steady flow of northbound traffic with scarcely any dust over the detour from New Era over the hill into Oregon City, which the highway department must maintain whether it be used as a detour in both directions or only one.

Capital Journal July 13/1929

PR 132B

July 19,1929

Standard Oil Company of California,
P. O. Drawer 1197,
Portland, Oregon.

Gentlemen:

Attention: F. M. Ewing.

Replying to your inquiry of the 15th inst., concerning contract awarded to Geo. C. Ansem for paving of the Pacific Highway between Canemah and New Era, wish to say the work is described as being 4.4 miles of concrete paving between Canemah and New Era on the Pacific Highway in Clackamas County, Oregon. This is state highway contract #1089, the amount of the contract being $142,618.20.

The bond in the sum of 50% of the contract, or $71,306.38, was written by the Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is local agent with offices in the Failing Building, Portland, Oregon.

The completion date for this contract is October 31,1929.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
F. C. EASTMAN
S. E. NORD
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

July 15, 1929

Geo. C. Arenz

State of Oregon Highway Commission,
Salem, Oregon.

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

We understand that Geo. C. Arenz has been awarded the contract for paving the Pacific Highway from Canemah to New Era.

We are furnishing petroleum products to be used in connection with this work, and in order to complete our records we require the following information:

Description and location of the work — 4.4 miles paving Canemah - New Era
Contract number 1089
Amount of the Contract 142,612.5o
Name and address of bondsmen furnishing material men bond Fidelity & Deposit Co of Md. Clarence M Horta, Salem, Ore.
Time limit to the contractor or estimate of when the job will be completed. Oct 31, 1929
Amt of bond - 71,306.25

We thank you for furnishing the above information, and for your convenience in replying a stamped, addressed envelope is inclosed.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By W L Muncy

ANSWERED
H. B. G.

CDE:DP

PR 13-B

July 15, 1929

American Surety Co. of New York,
800 Yeon Building,
Portland, Oregon.

Attention: W. J. Lyons
Manager

Dear Sir:

Replying to your inquiry of the 11th instant concerning the status of payments to John Slettee and Company for the grading of the Canemah-New Era Section of the Pacific Highway, State Highway Contract 1029, wish to say that we are about to make final payment to this company for this work. The voucher has been prepared and will be sent to the contractor in the very near future. The amount of this final payment will be $414.25 which is the amount of our retained percentage at this time.

Previous payments to the contractor for this work amount to $185,460.81, which includes force account in the amount of $4,942.71. As stated above, our retained percentage is now $414.25.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

#1029
Clack.

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD

R. R. BROWN
PRESIDENT

A. F. LAFRENTZ
FIRST VICE PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH E. C. SAMMONS

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE
SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON

500-501-502 YEON BUILDING

TELEPHONE BEACON 6093

PORTLAND, ORE.,

July 11th, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RE: 810278-B John Slotte & Co., Inc.
to State of Ore. 4.67 miles grading
Canemah-New Era Section Pacific High-
way, Clackamas Co. Contract #1029.

Dear Sir:-

I would thank you very kindly to advise me whether final settlement has been made with John Slotte & Company in connection with their contract No. 1029 for the grading of a portion of the Canemah-New Era Section of the Pacific Highway.

I would thank you to advise us the full amount paid to contractor.

Very truly yours,

W. J. LYONS
MANAGER

WJL:MR

(1) [illegible] $414.25

Final [illegible]

Final payment [illegible] $4,942.71

Form 81—C-7616—3M—1-38.

OREGON STATE HIGHWAY DEPARTMENT

PR 13213

FIELD ENGINEER'S WEEKLY REPORT

Date 7/13, 1939

Job name Eddyville - Toledo

Week from 7/7 to 7/13

Mail address Corvallis, Ore

Highway

Telegraph or telephone address

County Lincoln Job prefix EDE-1

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor started setting forms Sta 137 to 141. Monday it was discovered that forms were not set correctly with one end higher than the other. Forms set for this section were set 4 feet off set and 50 minutes on the first stake. In addition to this party trouble - instrument man - advised Mr. Carter - form foreman - that the off set was 4 feet instead of 3 feet as previously used. Extra cement purchased - was out resetting about $50.00

Shovel hired to Covenant hill from 8th and ended present day. Until PM on 10th started in section at fine grading from the center of 50 shovel hired left contractor completing all the exca. in section with additional purchase of cubic yards which the first estimate left for days but contractor used that estimate only in order to carry 4 days run only. Started material not sufficiently rolled & left finish rollers & forms and re-roll. Started test pit in section along side of new par. on night of 13th

(See back of this sheet for instructions and detailed information.)

Signed

Title

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 4.4

Miles paving completed .....

Total square yards in project 52,500

Square yards completed to date 6700

Average daily square yards this week 700

Miles shoulders completed both sides —

Contractor's average force for week 46 *men,*

1-Shovel *teams,* 3 *trucks*

Job will be completed about Oct 31-1929

Number of men in Engineering Party 7

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

June 19, 1929

The Canadian Bank of Commerce,
Portland, Oregon

FH 1929

Attention: E. B. Ireland
Manager

Gentlemen:

This acknowledges receipt of your letter of the 17th instant enclosing the assignment of moneys due or to become due Mr. George C. Arems in connection with his contract for the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

Before this assignment can be honored by the State Highway Commission it will be necessary for us to have a letter from the surety on the bond furnished by Mr. Arems in connection with this work, in which their consent is given to the assignment without prejudice to the bond. Will you please see that such consent is furnished this department?

The bond furnished by Mr. Arems in this instance was written by the Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is the local agent, with offices in the Failing Building, Portland.

Yours truly,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc George C. Arems
516 Guaranty Bldg.,
Portland, Ore.

Please address all communications to "The Manager"

The Canadian Bank of Commerce

WITH WHICH IS INCORPORATED THE BANK OF BRITISH COLUMBIA
ESTABLISHED IN PORTLAND IN THE YEAR 1865

Portland, Oregon,

Cable Address: "Canbank"

June 17th 1929

Oregon State Highway Engineer

Salem, Oregon

Dear Sirs:

We enclose a copy of an assignment of moneys executed by George C. Arenz covering the contract No 1089 for the pavement on 4.4 miles of the Caneman-New Era section of the Pacific Highway. If it is not inconsistent with your policy, will you kindly acknowledge receipt of the assignment and forward your warrants to us each month following the engineer's estimate of work done.

Yours truly

E B Eastland

Manager

ANSWERED
H. B. G

W.W.C.

B—ASSIGNMENT OF ACCOUNT (Short Form)

The undersigned hereby assign and transfer to **THE CANADIAN BANK OF COMMERCE** as security for all existing or future indebtedness and liability of the undersigned to the Bank, all the debts, accounts and moneys due or accruing due, *or that may at any time hereafter be due,*[1] to the undersigned by

1. The words in italics may be deleted if it is intended that only an existing debt is to be assigned.

Oregon State Highway Commission under contract No 1089 for the paving of 4.4 miles on the Canemah-New Era Section of the Pacific Highway.

not issued to warrants to be issued by bank instead see H&S

and also all contracts, securities, bills, notes and other documents now held, or which may hereafter be taken or held by the undersigned, or anyone on behalf of the undersigned in respect of the said debts, accounts, moneys, or any part thereof.

DATED at Portland, Oregon the 29th day of May 192 9

Geo. C. Arms

RCVED JUN 21 '29
CARL F. SMITH
AUDITOR

included in the $3060.35 ~~~ It will therefore be necessary to take out of the estimate of contract quantities enough to bring total down to 3060.35 which will then be replaced in the next + final estimate, and the amt. of such final est. will then be $409.35 (380.78 on F.O. & 19(?) Plus this 28[?]) ± corrections, if any, made in auditing other 70 bills.

Contractor will arrange with Bond Co tomorrow morning for them to forward a letter of release to Dem. office in usual form for this est of 3060.35

Bond

W.D.C.

G. E. Heathman
Owner and Manager

530 Rooms

132 B

PR# 132-B

"For Western Hospitality"
Park at Salmon — Broadway at Salmon
PORTLAND, OREGON

6/19

D.H.P.

Herewith Hoffis voucher for an estimate of $3,060.35 assigned to Astoria Savings Bank which has been mailed to Dalles Office by the Bank - Also inclosed 70 order 18 with bill attached in amt $199.92. This amt. less 28.57 is included in the $3060.35. It will therefore be necessary to take out of the estimate of contract quantities enough to bring total down to 3060.35 which will then be replaced in the next + final estimate, and the amt. of such final est. will then be $409.31 (380.78 on 70. ± 19(?) plus this 28.57) ± corrections, if any, made in auditing other 70 bills -

Contractor will arrange with Bond Co tomorrow morning for them to forward a letter of release to Dalles office in usual forms for this est of 3060.35

W.D.C.

Dunk

PR 132B

June 4, 1929

American Surety Company of N.Y.
300 Yeon Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. W. J. Lyons, Manager.

Replying to your inquiry of the 31st ultimo concerning status of the contract awarded to John Slotte & Co., for the grading of the Coxcomb-New Era Section, wish to say that this contract was complete on April 30, 1929, which date is also considered as date of acceptance by the Highway Commission.

We have paid this company to date sum of $151,363.20. Our retained percentage is $8,021.36.

The above amounts include forces account in the sum of $2,426.65.

Semi-final payment on this work has been made to John Slotte & Co., but we are not yet ready to make final settlement on account of certain adjustments that are under way. We are not at this time able to inform you as to what the amount of the final estimate will be.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Chaleyer
Chief Clerk

HBC:JB

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD
R. R. BROWN
PRESIDENT
A. F. LAFRENTZ
FIRST VICE PRESIDENT

RESIDENT VICE PRESIDENTS
EDGAR H. W. SENSENICH E. C. SAMMONS

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE
SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON
500-501-502 YEON BUILDING
TELEPHONE BEACON 8093

PORTLAND, ORE.,

May 31st, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RE: 810278-B John Slotte & Co., Inc.
to State of Ore. 4.67 miles grading
Canemah-New Era Section Pacific High-
way, Clackamas Co. Contract #1029.

Dear Sir:

It is our understanding that Contract No. 1029 for 4.67 miles grading on Canemah-New Era Section of Pacific Highway, Clackamas County, has been fully completed by John Slotte and Company, Inc., and has been accepted by the State Highway Commission.

We would thank you very kindly to inform us the date of acceptance and the amount paid as well as the amount to be paid to John Slotte & Company, Inc. in full settlement of account.

Very truly yours,

W. J. LYONS
MANAGER

WJL:MR

ANSWERED
H. B. G.

June 4, 1929

Wilbur-Ellis Company,
Terminal Sales Building,
Portland, Oregon.

Gentlemen:-

This acknowledges receipt of your letter of the 3rd inst., enclosing your notice of delivery of materials to Geo. Arsem.

In reply will say that we do not consider it absolutely necessary that notices of this kind be furnished this department to receive protection on the bond furnished by the contractor.

The bond furnished is required by law and is for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is in full force and effect for a year following the actual date of completion of the project in connection with which it is given. According to Section 2991 of Oregon laws notice of claims against the contract must be filed with the Secretary of State prior to the expiration of this period of one year from date of completion of the contract in order to hold the bond responsible and liable. The bond is automatically released from liability after that date providing a claim has not been filed.

The description of the work that was awarded to Mr. Arsem is the paving of the Canemah-New Era Section of the Pacific Highway in Clackamas County, 4.4 miles in length, state highway contract #1080, dated May 14, 1929 and completion date set in the contract Oct. 31, 1929. The bond furnished in connection with this contract is in the sum of $71,306.25 and was written by the Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is local agent with offices in the Failing Building, Portland, Oregon.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

SAN FRANCISCO, CALIF.
749 SANSOME ST.
LOS ANGELES, CALIF.
603-09 SO. ANDERSON ST.
SEATTLE, WASH.
CENTRAL BLDG.
PORTLAND, ORE.
TERMINAL SALES BLDG.

WILBUR-ELLIS COMPANY

TERMINAL SALES BUILDING

PORTLAND, OREGON

CABLE ADDRESS
"WILBEL"
WILBUR-ELLIS COMPANY
OF CANADA, LTD.
VANCOUVER, B. C.
STANDARD BANK BLDG.

June 3, 1929

State Highway Commissioner
Salem, Oregon.

Gentlemen:-

Attached please find Notice of Delivery of Material covering cement for delivery on paving construction project at Cenamah, New Era, section Pacific Highway, South.

Kindly advise us whether this legal description is correct and also if this is the right procedure to take in order to receive protection of bond posted by contractor.

Thanking you in advance, we are

Yours very truly,

WILBUR-ELLIS COMPANY

By:

RPO:B
Encl.

ANSWERED
H. B. G.

WILBUR-ELLIS COMPANY

SAN FRANCISCO
LOS ANGELES

TERMINAL SALES BUILDING
PORTLAND, OREGON

SEATTLE
VANCOUVER B. C.

NOTICE OF DELIVERY OF MATERIAL

THIS NOTICE IS MAILED OR DELIVERED TO YOU IN COMPLIANCE WITH THE OREGON LAW

State Highway Commissioner

State of Oregon, Salem, Oregon.

This is to advise you that the undersigned has commenced to deliver material and supplies upon the order of George Arenz *for use on, and to be used in the construction, alteration or repair of the structure now occupying or being erected upon certain premises in* Clackamas *County, State of Oregon, particularly described as follows: Lot ..... Block ..... Add .....*

Gerlamah, New Era, section Pacific Highway, South.

of which the undersigned is informed you are the owner or reputed owner, and that a lien may be claimed for all material and supplies furnished by the undersigned for use thereon.

Mailed in person at Portland, Ore., on this 27th *day of* June *192*?, *by* .....

Very truly yours,
WILBUR-ELLIS COMPANY

By .....

3121

Dict by A. M. Bush/AP

PR 132-B

May 28, 1929.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of estimate as basis for modified agreement covering the Oregon City-Gammon Section, Project 132-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Oregon State Highway Department — Project No. 132-B

OREGON CITY-CANEMAH SECTION

of the

PACIFIC HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on contract prices.)

Salem, Oregon. May 23, 1929.

Grading

All required		Clearing and grubbing		$ 1,200.00
2.0	acres	Extra clearing and grubbing	$ 450.00	900.00
10,500	cu. yds.	Class "A" Excavation	.44	4,620.00
56,500	"	Class "B" Excavation	.90	51,750.00
2,200	"	Structural Excavation	2.00	4,400.00
65,000	yd. sta.	Overhaul	.03	1,950.00
21,000	yd. mi.	Trunk Haul	.20	4,200.00
2,600	lin. ft.	6" Porous Drain Tile	.30	780.00
280	"	8" " " "	.40	112.00
250	"	10" " " "	.50	125.00
20	"	10" Concrete Pipe	1.25	25.00
300	"	12" " "	1.50	450.00
150	"	18" " "	3.00	450.00
10	"	36" " "	7.00	70.00
16	"	10" Corr. Galvanized Iron Pipe	1.25	20.00
200	"	12" " " " "	1.60	320.00
10	"	18" " " " "	3.00	30.00
35	cu. yds.	Class "B" Concrete	28.00	980.00
42	"	Class "C" Concrete	27.00	1,134.00
1,700	"	Rubble Masonry	9.00	15,300.00
2,800	lin. ft.	Parapet Wall	5.00	14,000.00
200	cu. yds.	Rock Back Fill for Drains	3.50	1,050.00
5,700	lin. ft.	Removal of old guard fence	.10	570.00
1,250	sq. yds.	Removal of old pavement	.60	750.00
1,000	cu. yds.	Base Course Surfacing	3.40	3,400.00
350	"	Top Course Surfacing	3.40	1,190.00

Paving

7,000	sq. yds.	Remove old pavement	.30	2,100.00
3,500	cu. yds.	Excavation, Single Classification	1.25	4,375.00
8,500	"	Truck Measured Borrow	.60	5,100.00
1,000	yd. mi.	Hauling Excavated Materials, Place Meas.	.40	400.00
9,000	"	Hauling Excavated Materials, Truck Meas.	.20	1,800.00
82,500	sq. yd.	Preparation of Sub-grade	.06	5,150.00
82,500	"	Portland Cement Concrete Pavement	1.25	103,375.00
8,000	lin. ft.	Expansion Joints	.15	1,200.00
16,000	"	Contraction Joints	.10	1,600.00

Paving, Con't.

90,000	lbs.	Bar Reinforcement	$ .06	$ 5,400.00
950	cu. yds.	Rock Surfacing, Base Course	2.25	2,137.50
150	"	Rock Surfacing, Top Course	2.50	375.00
5,000	"	Rock Shoulders, Base Course	2.00	10,000.00
1,500	"	Rock Shoulders, Top Course	2.00	3,000.00
		Sub-Total		$ 252,326.50
		10% Engr. & Cont.		25,238.65
		Total		$ 277,561.15

Gross Length - 4.680 miles
Net Length - 4.634 miles
Cost per mile, net length $59,896.70

State Funds Available	$191,049.21	
Federal Aid Requested	86,512.14	(31.16868%)
	$277,561.35	

State Funds for Construction - Chap. 175, Laws 1917; Chap. 51, Laws 1929.
State Funds for Maintenance - Res. Aug. 17, 1917. Chap. 237, Laws 1917.

PR 132B

ASTORIA NATIONAL BANK

ASTORIA, OREGON

May 28, 1929

Mr. John H. Cole,
Receiver Astoria National Bank,
Astoria, Oregon.

Dear Sir:

Replying to your letter of the 24th instant concerning payments to John Slottee and Company for the grading of the Cannonah-New Era Section of the Pacific Highway, wish to say that we have not yet made final payment to the contractor, although the work has been completed.

Our retained percentage at this time is $8,226.70. We believe that final payment will be considerably in excess of this amount but can not state how much at the present time.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

FILE NO. 1250

JOHN H. COLE, Receiver

ASTORIA NATIONAL BANK

ASTORIA, OREGON

May 24, 1929

State Engineer's Office,
Salem, Oregon.

Dear Sir:

Will you kindly advise me if there is any more money due the John Slotte Company for the Highway job at Oregon City, and if so will you give me the amount that is due and about when payment can be expected.

Thanking you for the courtesy in this matter, I remain,

Yours truly,

JOHN H COLE
RECEIVER

JHC:S

ANSWERED
H. B. G.

#1029
30E
PR 132B

NORBLAD & HESSE

ATTORNEYS AT LAW
515 COMMERCIAL STREET
ASTORIA, OREGON

A W NORBLAD
FRANK C HESSE
F M FRANCISCOVICH

May 23rd., 1929.

Roy A. Klein,

State Highway Engineer,

Salem, Oregon. Attention Mr. Glaisyer.

Dear Sir:- In re notice Feenaughty Mc. Co. vs Slotte and co.

We have for attention your letter of the 22nd. inst. in re the above styled claim. This is handed to us by Slotte and Co., for reply to you. This matter is already receiving our attention. Slotte and Co. do not owe these people anything. They recently sued them at Oregon City and we successfully defended. Judge Campbell gave us a decision. Apparently this notice is given for the purpose of beginning a new action which we will defend in it' proper time.

Yours very truly,

Norblad and Hesse,

By A.W. norblad

NOTED
H. B. GLAISYER

#1029

38E

PR 132B

May 22, 1928

John Slotte & Company, Inc.
808 Bond Street,
Astoria, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of the Pennsylvania Machinery Company against you in the sum of $1,125.00, being for rental of goods, wares and merchandise furnished you in connection with your contract for the widening of the Canemah -New Era Section of the Pacific Highway.

Your early attention to this matter will be appreciated.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JB
enc.

May 22, 1929

Mr. Hal E. Hoss,
Secretary of State,
Building.

Dear Sir:

Attention: Mr. H. J. Hess.

This is to acknowledge receipt of your letter of May 17th enclosing certified copies of notice of claim of the Peerless Machinery Company against John Slotte and Company in the sum of $1,125.00, being for rental of goods, wares and merchandise furnished them in connection with their contract for the widening of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

Please be advised that we are today forwarding copies of this claim to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

JS

May 22, 1928

American Surety Company of N.Y.
W. A. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of the Pennsylvania Machinery Company against John Slotte Company, Inc. in the sum of $1,133.00, being for rental of goods, wares and merchandise furnished to Mr. Slotte in connection with his contract for the widening of the Cazenovia-New Era Section of the Pacific Highway.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Mr. Slotte in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JB
ems

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

May 17, 1929

State Highway Commission,
Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from Mr. John H. Hall, Atty., Wilcox Building, Portland, Oregon, and filed as of the 11th inst., a notice of claim by Feenaughty Machinery Company for rental and for goods, wares and merchandise furnished in the sum of $1.125.00 together with interest thereon at the rate of six per cent per annum against the bond taken from John Slotte & Co., Inc., principal and the American Surety Company of New York, surety, for the work of widening and improvement of what is known as the Pacific Highway between the town of Canemah and the town of New Era in Clackamas County, State Highway Contract No. 1029.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge, receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M J Haas

waiting your

L

United States of America

STATE OF OREGON

John H. Hall,
Attorney at Law
Wilcox Building

May 9th, 1929.

Hal H. Hoss
Secretary of State,
Salem, Oregon.

Dear Sir:-

Notice is hereby given that the undersigned, Feenaughty Machinery Company, a corporation, has a claim for rental of one Ingersoll Rand Compressor at the agreed price of $250.00 per month on which there is due and unpaid the sum of $1,000.00, and for goods, wares and merchandise to be used and which were used on the contract work in Clackamas County, Oregon, on Contract #1029, the contractor being John Slotte & Co., Inc., and said compressor was also used upon said highway contract, and upon which compressor and goods, wares and merchandise furnished there remains unpaid the sum of $1,125.00, together with interest thereon at the rate of six per cent. per annum, until paid; the principal contractor being John Slotte & Co., Inc., and the surety upon the bond for the completion of said contract with the State of Oregon being the American Surety Company of New York, a corporation, for the work under the contract of John Slotte & Co., Inc., with the State of Oregon, for the widening and improvement of what is known as the Pacific Highway between the town of Canemah and the town of New Era, in Clackamas County, being State Highway contract #1029.

FEENAUGHTY MACHINERY COMPANY

By W. V. FEENAUGHTY,
PRES.

ENDORSED:
File No. 791
Filed May 11, 1929, HAL H. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental and for goods, wares and merchandise furnished in the sum of $1,125.00, together with interest thereon at the rate of six per cent per annum against the bond taken from John Slotte & Co., Inc., principal and the American Surety Company of New York, surety, for the work of widening and improvement of what is known as the Pacific Highway between the town of Canemah and the town of New Era in Clackamas County, State Highway contract No. 1029, with the original notice of claim filed in the office of the Secretary of State on May 11, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 14th day of May, A. D. 1929.

Hal E Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental and for goods, wares and merchandise furnished in the sum of $1,125.00, together with interest thereon at the rate of six per cent per annum against the bond taken from John Slotte & Co., Inc., principal and the American Surety Company of New York, surety, for the work of widening and improvement of what is known as the Pacific Highway between the town of Canemah and the town of New Era in Clackamas County, State Highway contract No. 1029, with the original notice of claim filed in the office of the Secretary of State on May 11, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 14th day of May, A. D. 1929.

Hal E Hoss

Secretary of State

By _____

Deputy

DAN J. MALARKEY
A. M. DIBBLE
NEIL MALARKEY

MALARKEY & DIBBLE

ATTORNEYS AT LAW
SUITE 1518, YEON BUILDING
PORTLAND, OREGON.

May 1, 1929

file ceremonial - New Era
[illegible]

NOTED
[illegible] Highway Engineer

Hon.H. B. Van Duzer
Care Inman-Poulsen Lumber Company
Foot of East Caruthers Street
Portland, Oregon

Dear Sir:

I herewith hand you -- as Chairman of the State Highway Commission -- a copy of my letter of this date to Attorney General Van Winkle in re the right of the Commission to select and invite bids on one type of non-patented pavement.

Yours very truly
Dan J. Malarkey
Dan J. Malarkey

M A
Enclosure

"Bitulithic" on which the patents expired a few years ago, and that they or either of them are in the business of laying such "Warrenite" pavement. I say "they or either of them" because I am not sufficiently advised as to the respective functions and inter-relations between the parent company and its Oregon subsidiaries and only know that they have for some time worked together in the promotion and for the use of said patented pavements -- i.e., first "Bitulithic", and later and now "Warrenite" -- in Oregon.-- of which I am sure you will take notice -- that the general motive and purpose of the above understood that, because of no objection, the commission here asked your opinion as to whether or not the statutes prohibit its inviting bids on "hydraulic concrete" alternative pavement alone when, in its discretion but in advance of inviting bids, it determines that "hydraulic concrete" is the best and most suitable type of pavement for the particular improvement and it selects "hydraulic concrete" as the type of pavement for such improvement. "Bitulithic" as upon the patents for the bitulithic process of mixing or laying a pavement.

My interest in this matter arises from the fact that my firm are attorneys for the Ideal Oregon cement plants in the matter of advocating the use of cement and cement products -- including "hydraulic concrete" pavement, of which cement is an indispensable ingredient -- before public bodies and officials. Neither my firm nor I represent any other manufacturer or vendor of cement than said Oregon plants or represent any cement association of any kind. The hope of said plants is that, "if special "hydraulic concrete" pavement or any other cement product is selected and ordered, some one of them may get the business of of special design" even though such 'patented pavement' or 'patented pavement of [illegible]' is not included in the commission's invitation for

May 1,1929.

Hon. I.H. Van Winkle,
Attorney General, Salem,Oregon.

Dear Sir:

At a recent meeting of the State Highway Commission, when it had opened and was about to consider bids submitted for a "hydraulic concrete" pavement in response to its invitation therefor, a representative of the Warren Bros.Company and/or some of its subsidiaries objected to consideration of such bids on the ground that the law required the Commission to invite bids on another pavement, which was a "non-patented pavement", at the same time it invited bids on such "hydraulic concrete" pavement, and that such requirement had not been complied with.

The intent of the objecting company or companies is that they or either of them own or control the patent to a patented pavement called "Warrenite", which is a part of revised edition of the old patented pavement called "Bitulithic" on which the patents expired a few years ago, and that they or either of them are in the business of laying such "Warrenite" pavement. I say "they or either of them" because I am not accurately advised as to the respective functions and inter-relations between the parent company and its Oregon subsidiaries and only know that they have for some time worked together in the promotion and for the use of said patented pavements -- i.e., first "Bitulithic", and later and now "Warrenite" -- in Oregon.

I understand that, because of said objection, the Commission have asked your opinion as to whether or not the statutes prohibit its inviting bids on "hydraulic concrete" pavement alone when -- in its discretion and in advance of inviting bids -- it determines that "hydraulic concrete" is the best and most suitable type of pavement for the particular improvement and it selects "hydraulic concrete" as the type of pavement for such improvement.

My interest in this matter arises from the fact that my firm are attorneys for the three Oregon cement plants in the matter of advocating the use of cement and cement products -- including "hydraulic concrete" pavement, of which cement is an indispensable ingredient -- before public bodies and officials. Neither my firm nor I represent any other manufacturer or vendor of cement than said Oregon plants or represent any cement association of any kind. The hope of said plants is that, if a "hydraulic concrete" pavement or any other cement product is selected and ordered, some one of them may get the business of

furnishing cement therefor; but there is competition between them for any such business; and, repeatedly, when such a pavement or some other cement product is selected after we have made a fight therefor, the successful bidder on the job buys and uses cement made in and shipped up from California or cement imported from some European country -- there being nothing in any specifications now used in Oregon, so far as I am advised, that preclude the use of cement made anywhere in the world.

I believe the following statutes should be considered in passing on this question on which the Commission have asked your opinion, to wit: (a) Chapter 221 of 1917 Session Laws -- the four sections whereof are Sections 4462 to 4465 of Oregon Laws; and (b) Chapter 176 of 1919 Session Laws -- the four sections whereof are Sections 4470 to 4473 of Oregon Laws; and (c) Chapter 401 of 1919 Session Laws -- the four sections whereof are Sections 4466 to 4469 of Oregon Laws; and (d) Section 4500 of Oregon Laws, which is Section 14 of Chapter 173 of 1919 Session Laws.

As I understand, the above mentioned objection to what the Commission was about to do, which caused it to ask your opinion on the point, is based on the appearance of the word "Proprietary" in said Sections 4468 and 4500, and the contention that the cement, which is an ingredient of "hydraulic concrete" pavement, is a "proprietary" article within the meaning and intention of the word "proprietary" as used in said two sections.

It is a matter of common knowledge -- of which I am sure you will take notice -- that the general motive and purpose of the above mentioned legislation in 1917 and 1919 was to prevent public bodies from selecting "Bitulithic" or other monopolistic pavements without first having invited competitive or comparative bids on some non-monopolistic pavement. And, in this connection, it should be noted that it was contended by many who opposed the pre-existing bitulithic paving regime in Oregon that the bitulithic monopoly was based as much on the adoption and use of the copyright or trade mark name of "Bitulithic" as upon the patents for the bitulithic process of mixing or laying a pavement.

I first want to direct your attention to the fact that in Section 2 of said Act of 1917, which is Section 4463 O. L., "hydraulic concrete pavement" is expressly mentioned in such manner and in such connection with the other sections of said Act as to indicate strongly the legislature did not regard "hydraulic concrete" as a monopolistic pavement. And it should also be noted that, under Sections 3 and 4 of said Act, the "Warrenite" people or any other person is given the right to submit a bid on any job for any "patented pavement" or "unpatented pavement of special design" even though such "patented pavement" or "unpatented pavement of special design" is not included in the Commission's invitation for bids on such job.

It should next be noted that in Section 1 of Chapter 176 of 1919 Session Laws, which is Section 4470 O. L., the Attorney General is directed to investigate and advise the Commission of the validity of any patent or "copywright" of any material or process or mixture used in the construction of highways. For I believe the use of the word "copywright" in said section may aid in determining the sense in which the word "proprietary" was used in the other Acts of the same Legislature which are herein referred to.

The word "proprietary" appears only three times in the statutes to be construed in passing on the question now under consideration -- once in Section 4468 and twice in Section 4500 of Oregon Laws.

Said Section 4468 reads thus:

"Whenever the state highway commission, or any county court, or board of county commissioners, or the officers of any incorporated city, town or municipality of the state of Oregon, desire to receive bids for any patented or proprietary material, mixture, specification, formula, process, kind or type of pavement for use upon the public highways of this state, such highway commission, or county court, or board of county commissioners, or the officers of the incorporated city, town or municipality shall, prior to advertising for bids, cause to be prepared and filed for public record in the office of the highway commission, or county clerk, or municipal clerk, as the case may be, at least ten days prior to the letting of contract, for such improvement, complete plans and specifications of a non-patented pavement of equal strength, durability and resistance to wear."

The relevant part of said Section 4500 reads thus:

"No part of the money expended for the hard surfacing of state highways shall be used directly or indirectly for the payment of any premium or royalty on any patented or proprietary material, specification, process or type of construction, unless the same be purchased or obtained on open, actual competitive bidding; nor in any case shall any patented or proprietary material, specification, process or type of construction be constructed unless in competition with unpatented pavement, the same be purchased or obtained at the same or at less cost, including all royalties, having regard to strength, durability and resistance to wear; provided, further, that if the com-

mission shall let any contract for the construction of any road under the provisions of this act, consisting of any article or pavement upon which a patent is claimed, then in such event, the state highway commission may pay all royalties that may be due on account of the construction of such road so laid with such patented article or pavement, direct to the patentee, and in that event the contractor or contractors shall only be required to bid on the construction of such road without including in their bid the cost of royalties that may be claimed on account of the construction of such road with such patented article or pavement."

The dictionaries define this adjective "proprietary" thus: belonging to a proprietor or owner of or pertaining to property or ownership.

I am the proprietor of and have a proprietary right to my office desk. You are the proprietor of and have proprietary right to your hat. The contractor who builds a plank roadway is the proprietor of and has a proprietary right to the planks he brings to the job to put in such roadway. The contractor who lays a macadam road is the proprietor of and has a proprietary right to the rock he brings to the job to put in such road.

Manifestly the word "proprietary" is not used in any such broad or general sense in these two sections; for if it were every road would contain "proprietary" materials.

In view of what is said in and by the rest of these two sections in which the word "proprietary" occurs in conjunction with the word "patented", the logical construction to give to "proprietary" is that it refers to and means that of which some person is the proprietor by reason of having or holding a patent thereon. In further support of this construction it should be noted that where in each of these two sections -- after the use of the words "patented or proprietary" therein -- reference is made to the other kind or type of pavement that is to be distinguished from one embodying any "patented or proprietary" material or mixture, etc., such other kind or type is called and referred to as "non-patented pavement" only and is not called or referred to as "non-patented or non-proprietary pavement".

There is only one respect in which it might be rationally contended that the legislature intended to extend the meaning of this word "proprietary" beyond the meaning stated in the last preceding paragraph of this letter. That intention might be surmised from the history of the legislation under consideration and the pre-existing paving situation in Oregon; but it cannot be really found in the language of the two sections we are discussing; and, even if the legislature had such intention, it is extremely doubtful if the Courts could or would so construe the language actually used as to make it embrace such intention. This one respect I refer to is that the legislature may have intended to use the word "proprietary" so as to include -- in addition to a "patented" pavement -- any pavement which was monopolistic by reason of the proprietor thereof having branded or labeled it with some copyrighted or trade-marked name so that such proprietor was assured of his pavement being used when such name was specified.

It has been suggested that the price of cement is fixed and maintained by some agreement between makers thereof. That is not true. As with lumber or sugar or any other staple commodity, there is always a tendency for different dealers in the same commodity in the same community to sell it at or at about the same price. Under ordinary circumstances, Portland sawmills would quote the same price on the same kind and grade of lumber and Portland grocers would quote the same price on the same kind and grade of sugar; but that circumstance would not make the lumber or the sugar a "proprietary" article in the sense that this adjective "proprietary" is used in Sections 4460 and 4500. Nor would that circumstance mean that any sawmill owner or any grocer could not or might not at any minute reduce the price on his lumber or sugar.

The fact is that there is keen competition for Oregon business between manufacturers and vendors of cement -- both between the Oregon manufacturers and between them and the Oregon importers of California and foreign cements and between such importers themselves. The largest order for cement within the last few years for an Oregon public job was that for the new Bull Run dam; and the order for the cement for that job recently went to an Oregon importer of California cement because, out of several varying bids on Oregon and other cements, the price quoted by such importer was the lowest. And every year the City of Portland invites and receives competitive bids on cement.

But, even if there were some price fixing or maintaining arrangement between the manufacturers of American cement -- and I limit my hypothesis to American manufacturers for the most rabid block top pavement promoter has never suggested in his wildest flights that European manufacturers were parties to such an imaginary arrangement -- that circumstance would not make a "hydraulic concrete" pavement a "patented or proprietary" pave-

because cement was an ingredient thereof.

What is the situation here? The Commission and its members and its attorney and its engineer are familiar with sections 4468 and 4500 and the other statutes under consideration. They know the laws; and the presumption is that they have obeyed and followed the law. When the Commission selected "hydraulic concrete" as the type of pavement for the particular improvement that is being held up because of the Warren objection -- such improvement being the paving of the new highway between Amenah and New Era, and when the Commission made such selection before inviting bids, and when the Commission invited bids on "hydraulic concrete" only, the Commission knew what these two sections required and what they prohibited. What the Commission did before such objection was made necessarily included a finding of fact by the Commission to the effect that a "hydraulic concrete" pavement is not a patented or proprietory pavement within the meaning of this phrase "patented or proprietary" as used in said two sections.

I believe that, in response to the Commission's request for your opinion, it should be advised that a "hydraulic concrete" pavement is not such a "patented or proprietary" pavement as is referred to by or embraced in the words "patented or proprietary" or either of such words as used in Sections 4468 and 4500; and I respectfully urge that you so advise the Commission. But if you feel that you do not wish to express an opinion on a question of fact no matter how clear and plain what the answer should be -- either because expressing such an opinion would be in the nature of a review of the Commission's finding of fact or for any other reason -- I most earnestly submit that it would be proper for you to advise the Commission to that effect.

If the Warren objectors or anyone else want to get a judicial ruling on whether or not the Commission can select a "hydraulic concrete" pavement in advance of bids and invite competitive bids on only that one type of pavement -- i.e., if such objectors or any other person want to give the courts an opportunity to pass on the question of whether or not this word "proprietary" in Sections 4468 and 4500 preclude the Commission from so proceeding -- there is only one way that question can reach the courts, which way is by and through an injunction against the Commission so proceeding. For the Commission unquestionably have the right and power to invite alternate bids on "hydraulic concrete" and some other type of pavement -- regardless of whether it is your opinion or the law that it should do so. And those who contend that such is not the law could not in any way raise the question in court in connection with any job where the Commission invited alternate bids for the simple reason that the Commission unquestionably have the right and power to invite alternate bids on any job and the courts would not enter into the question of what caused or influenced them to use their discretion as they did in the exercise of such right and power.

n opinion from you that a "hydraulic concrete" pavement is such a "proprietary" pavement as is referred to in sections 4468 and 4500 would have far-reach results that would -- to say the least -- produce much embarrassment and confusion throughout the State of Oregon. For the inhibition of section 4468 is not limited to the Commission, but extends to every county and city and town in the State.

Many counties and cities and towns have been -- as the Commission proposed to do on this Tennessee Pass job -- selecting "hydraulic concrete" pavement in advance of bids and inviting bids on it alone because they had no reason to believe or find that such pavement was a "proprietary" pavement within the meaning of the word "proprietary" as used in sections 4468 and 4500. Indeed, charters of a few Oregon municipalities require the type of pavement to be selected before any bids can be invited or received -- by reason whereof in those municipalities there could be no concrete pavement bids if these sections mean what the Warren objectors suggest.

If your opinion to the Commission should be that a "hydraulic concrete" pavement is such a "proprietary" pavement as it referred to in sections 4468 and 4500, the Warren promoters and other advocates of black top pavements would soon be shaking that opinion in the faces of every County Court or council that wanted to select a concrete pavement as the best and most durable pavement and the one peculiarly suitable for our Oregon climate. And much trouble and embarrassment and confusion would follow.

In each of the last two legislative sessions the Warren people have backed and the Oregon cement plants have opposed bills to amend this chapter 401 of 1919 Session Laws. In 1927 it was Senate Bill No.276; and in 1929 it was House Bill No.379. Both bills were defeated -- seemingly because the legislators regarded the proposed change as an opening wedge for the return of the objectionable operations of proprietors and promoters of patented pavements that prevailed prior to the legislation of 1917 and 1919 mentioned in this letter.

The phrase "hydraulic concrete pavement", as used in this letter, refers to and means that type of hard surface pavement which is popularly known as "concrete pavement" and is sometimes called "Portland concrete pavement". Confusion sometimes results because some of the black top pavement people also use the word "concrete" in such names for their pavements as "asphaltic concrete pavement" or "bituminous concrete pavement".

I will be obliged if you will mail me a copy of such opinion as you give the Commission on the matter herein discussed as soon as such opinion is given.

Yours very truly,

s/o

Ivan J. Malarkey

PR-132-B

UNIT PRICE ANALYSIS

Section Cavenash - New Era

County Clackamas

Concrete Pavement, 20' ft. wide. Average thickness 7.3 inches.

	Bbl Cement	Sand Cu Yd	Gravel Cu Yd	Pavement Sq Yd
Point of Origin	Oswego	F.O.B. at Central Proportioning Plant		
Cost at Point of Origin (f.o.b.)	2.50	1.75	1.75	
Crushing, Screening, etc.	—	—	—	
Freight	—	—	—	
Length of Haul (f.o.b. to plant)	9.0 mi	1.5 mi	1.5 mi	
Hauling, Handling, etc.	.32	.30	.30	
Total	2.82	2.05	2.05	
2% Loss in Handling	.05	.04	.04	
Total	2.87	2.09	2.09	
Quantity per cu. yd. Concrete	1.67	.50	.74	
Cost of Materials per cu. yd. of Concrete	4.79	1.05	1.54	7.38
Mixing, per cu. yd. Concrete				.45
Placing, Forms, etc., per cu. yd. Concrete				.50
Total				8.03
Cu. Yds. Concrete per sq. yd. Pavement				.2028
Cost per sq. yd. Pavement				1.63
Finishing, Curing, etc., per sq. yd.				.10
Preparation of Subgrade, per sq. yd.	Separate bid item			—
Equipment, Overhead, etc., per sq. yd.				.10
Total Cost to Contractor, per sq. yd.				1.83
15 % Profit to Contractor				.27
Estimated Bid Price				2.10

Canemah-New Era, Paving

Item No.	Item		Unit Price	Amount
1.	Removal of Old Pavement	7,000 sq.yds		
	For -	per sq.yd	$ .50	$ 3500
2.	Excavation, Single Classif.	3,500 cu.yds		
	For -	per cu.yd	$ 1.50	$ 5,250
3.	Truck-measured Borrow	8,500 cu.yds		
	For -	per cu.yd	$ .75	$ 6,375
4.	Hauling Excavated Materials, Place Measure	1,000 yd.mi.		
	For -	per yd.mi	.21 $	$ 210
5.	Hauling Excavated Matls. Truck Meas.	9,000 yd.mi		
	For -	-per yd.mi	.18 $	$ 1620
6.	Preparation of Subgrade	52,500 cu.yds		
	For -	per ~~cu~~ sq.yd	$ .07	$ 3,675
7.	Portland Cement Concrete Pavement	52,500 cu.yds		
	For -	per ~~cu~~ sq.yd	$ 2.10	$ 110,250
8.	Expansion Joints	8,000 lin.ft		
	For -	per lin.ft	$ 12	$ 960
9.	Contraction Joints	16,000 lin.ft		
	For -	per lin.ft	$ .05	$ 800
10.	Bar Reinforcement	90,000 lbs		
	For -	per lb.	$ 07	$ 6,300
11.	Rock Surfacing, Base Course	950 cu.yds		
	For -	per cu.yd	$ 2.30	$ 2185
			a.c.f.	141,125

Canemah-New Era Paving #2

141 120
139.20

Item No.	Item	Unit Price	Amount
12.	Rock Surfacing, Top Course 150 cu.yds For - per cu.yd	$2.30	$ 345 ✓
13.	Rock Shoulders, Base Course 5,000 cu.yds For - per cu.yd	$2.30	$ 11500 ✓
14.	Rock Shoulders, Top Course 1,300 cu.yds For - per cu.yd	$2.30	$ 2990 ✓
	Total Amount of Bid		~~$14.035~~ 155.96

PR-132-B

April 17, 1939.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate with specifications and five copies of special provisions covering the Oregon Side-Hammah Section, Project No. 132-B.

Under separate cover we are today sending five blue print copies of the sheet showing the typical sections and detail plans for the paving of this work.

Very truly yours,

ROY A. ELLIS
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Muhl/AP

Encls.

Oregon State Highway Department — Project No. 129-B

OREGON CITY-CANEMAH SECTION OF THE PACIFIC HIGHWAY

IN CLACKAMAS COUNTY

(Estimate with specification. Not as basis for modified agreement.)

Salem, Oregon, April 17, 1929.

7,000	sq.yds	Removal of Old Pavement	.50	$ 3,500.00
3,500	cu.yds	Excavation, Single Classif.	1.50	5,250.00
8,500	cu.yds	Trunk Measured Borrow	.75	6,375.00
1,000	yd.mi	Hauling Excavated Matls. Plane Mean.	.21	210.00
9,000	yd.mi	" " " Trunk "	.18	1,620.00
51,500	sq.yds	Preparation of Sub-grade	.07	3,675.00
52,500	sq.yds	Portland Cement Concrete Pavement	2.10	110,250.00
8,000	lin.ft	Expansion Joints	.12	960.00
16,000	lin.ft	Contraction Joints	.06	960.00
90,000	lbs	Bar Reinforcement	.07	6,300.00
950	cu.yds	Rock Surfacing, Base Course	2.30	2,185.00
150	cu.yds	Rock Surfacing, Top Course	2.30	345.00
5,000	cu.yds	Rock Shoulders, Base Course	2.30	11,500.00
1,300	cu.yds	Rock Shoulders, Top Course	2.30	2,990.00
		Sub-total		$155,900.00
		10% Engr. & Cont.		15,596.00
		Total		$171,496.00

Length of project, gross 4.680 miles
Length of project, net 4.634 miles

Cost per mile $37,021.14

State Funds Available	$153,856.00
Federal Aid Requested	18,000.00
	$171,856.00

Form 33—C-7616—3M—1-28.

OREGON STATE HIGHWAY DEPARTMENT

PR 132B

FIELD ENGINEER'S WEEKLY REPORT

Date 4/13, 1928

Job name Grading - General — New Era

Highway Pacific

County Clackamas Job prefix 32E

Week from 4/7 to 4/13

Mail address Oregon City, Ore.

Telegraph or telephone address

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed contract on 10th except for small amount of repair work on concrete capping

(See back of this sheet for instructions and detailed information.)

Signed J. H. [illegible]

Title

GRADING CONSTRUCTION

Total miles of grading in project 4.67

Miles completed 4.67

Miles completed except finishing —

Total cubic yards in project 112,000 +

Cubic yards moved to date 112,000 +

Miles covered by contractor's forces —

Miles cross-sectioned —

Miles cross-sections completed and checked 4.67

Miles to be remeasured —

Number men in Engineering Party 3

Contractor's average force for week 9 men,

..... teams, ... steam shovels

Grading work will be completed about Completed 9/10/29

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... Percentage .....
2. ..... Percentage .....
3. ..... Percentage .....
4. ..... Percentage .....

#1029

30E
PR132B

October 11, 1928

Hon. Hal E. Hoss,
Secretary of State,
B u i l d i n g.

Attention: M. J. Haas

Dear Sir:

We acknowledge receipt of your letter of the 10th instant enclosing three certified copies of the claim of the Pennaughty Machinery Company against John Slette and Company, it being in the sum of $1125.80 for equipment rented and supplies furnished in connection with their contract for the widening of the Canemah-New Era Section of the Pacific Highway in Clackamas County.

In compliance with your request we are forwarding copies of this notice to the contractor and the surety on his bond. We are also furnishing the Pennaughty Machinery Company with a certified copy of the contract and bond.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Clairyer
Chief Clerk

HBC:S

October 11, 1928

John Slette & Company,
598 Bond Street,
Astoria, Oregon.

Gentlemen:

Attached is a certified copy of the notice of claim of the Fennaughty Machinery Company against you for service rendered in connection with your contract for the widening of the Canemah-New Era Section. This is being sent you at the request of the Secretary of State.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

October 11, 1920

Mr. John H. Hall,
Attorney at Law,
Wilcox Building,
Portland, Ore.

Dear Sir:

In response to your request of the 9th instant addressed to Mr. Hal Hoss, Secretary of State, we enclose herewith certified copy of the contract and bond between John Slotte and Company and the State Highway Commission for the construction of the Cenemah New Era Section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

October 11, 1928

American Surety Co.,
W. A. King, Agent,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a certified copy of a notice that has been filed in the office of the Secretary of State by the Pennsylvania Machinery Company against John Slotte and Company, being for services rendered this company in connection with their contract for the widening of the Canemah-New Era Section. This information is given you as you appear as surety on the bond furnished by John Slotte and Company in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

C. N. Laughlin
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 10, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer,Chief Clerk)

You are respectfully advised that we received from John H. Hall, 1010 Wilcox Bldg., Portland, and filed as of this date, a notice of claim by Feenaughty Machinery Company, accompanied by affidavit, in the sum of $1,125.20, against the bond taken from John Slotte & Co., as principal, and the American Surety Co., of New York, as surety, for the work of construction and widening of the Pacific Highway between the town of Canemah and the town of New Era, Clackamas County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing a copy of the letter from Mr. Hall, requesting certified copies of the bond and contract executed in connection with the above construction work.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By N. J. Haas

H/L

ANSWERED H. B. G.

COPY

JOHN H. HALL
Attorney at Law
Wilcox Building
Portland, Oregon.

October 9th, 1928

Mr. Hal Hoss,
Secretary of State,
State House,
Salem, Oregon.

My dear sir:-

I am herewith enclosing affidavit and claim of the Feenaughty Machinery Company entitling said Company to certified copies of contract and bond of the American Surety Company of New York of John Slotte & Co., a corporation, as contractor under the State Highway Commission for the construction and the widening of the Pacific Highway between Canemah and New Era, in Clackamas County, Oregon, being contract #1029.

Will you kindly mail these copies to me upon receipt of this letter, and oblige?

Very truly yours

JOHN H. HALL

JHH/Z
Enc.

ANSWERED
H. B. G.

CLAIM OF FEENAUGHTY MACHINERY COMPANY, A CORPORATION, AGAINST JOHN SLOTTE & CO., A CORPORATION, AND AMERICAN SURETY COMPANY OF NEW YORK.

TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:-

NOTICE IS HEREBY GIVEN that the undersigned, FEENAUGHTY MACHINERY COMPANY, an Oregon corporation, has a claim against John Slotte & Co., contractors, for the rental of one 7 x 6 Ingersol Rand Compressor used to operate rock drills and also for goods, wares and merchandise used by said contractor in the sum of $1,125.20, and accrued interest thereon at the rate of six per cent. per annum against the bond taken from John Slotte & Co., as principal, and the American Surety Company of New York, as surety, for the rental of said compressor and said goods, wares and merchandise used by the said contractor in the construction and widening of the Pacific Highway between the town of Canemah and the town of New Era, both in Clackamas County, Oregon, said work being known as State Highway contract #1089, on which said compressor and said goods, wares and merchandise were used by said contractor on said work.

FEENAUGHTY MACHINERY COMPANY,

By J. I. Overman, Secretary.

AFFIDAVIT OF FEENAUGHTY MACHINERY CO.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, J. I. OVERMAN, being first duly sworn, depose and say:- That I am the duly elected, qualified and acting secretary of the Feenaughty Machinery Company, an Oregon corporation;

That I am familiar with its business and have knowledge that about the 18th day of February, 1928, John Slotte & Co., a corporation, entered into a contract with the Feenaughty Machinery Company for the rental of one 7 x 6 Ingersol Rand Compressor at the agreed price of $250.00 per month, beginning on the 18th day of February, 1928;

That I further know that said compressor was used by John Slotte & Co., contractors, for the State Highway Commission of the State of Oregon, in the construction of the Canemah-New Era section of the Pacific Highway, being State Highway Contract #1089; that said compressor was used by the said contractors upon said work until the 17th day of August, 1928, and that the said contractor paid the Feenaughty Machinery Company the sum of $500.00 for the first two months, and have made no payments since that time;

That in addition thereto, said Feenaughty Machinery Company on and between the 8th day of June, 1928, and the 12th day of September, 1928, sold and delivered to the said John Slotte & Co., goods, wares and merchandise to be used and which were used upon said work in Clackamas County, Oregon, of the reasonable value, including postage, for the transmission of said goods, of $125.20, no part of which has been paid; that the Feenaughty Machinery Company also claims interest upon said deferred payments at the rate of six per cent. per annum since the same became due and payable

WHEREFORE, affiant prays that the Feenaughty Machinery Company be furnished with a certified copy of said contract and bond of the American Surety Company of New York, given for the faithful performance of said contract and payment of laborers and materialmen.

That the foregoing affidavit is true to the best of my knowledge and belief, so help me God.

J. I. OVERMAN

Subscribed and sworn to before me this 9th day of October, 1928.

JOHN H. HALL
Notary Public for Oregon.
My commission expires: Sept. 20th, 1931.

NOTICE IS HEREBY GIVEN that the undersigned, FEENAUGHTY MACHINERY COMPANY, an Oregon corporation, has a claim against John Slotte & Co., contractors, for the rental of one 7 x 6 Ingersol Rand Compressor used to operate rock drills and also for goods, wares and merchandise used by said contractor in the sum of $1,125.20, and accrued interest thereon at the rate of six per cent. per annum against the bond taken from John Slotte & Co., as prinsipal, and the American Surety Company of New York, as surety, for the rental of said compressor and said goods, wares and merchandise used by the said contractor in the construction and widening of the Pacific Highway between the town of Canemah and the town of New Era, both in Clackamas County, Oregon, said work being known as State Highway contract #1029, on which said compressor and said goods, wares and merchandise were used by said contractor on said work.

FEENAUGHTY MACHINERY COMPANY,

By J. I. Overman, Secretary.

AFFIDAVIT OF FEENAUGHTY MACHINERY CO.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, J. I. OVERMAN, being first duly sworn, depose and say:- That I am the duly elected, qualified and acting secretary of the Feenaughty Machinery Company, an Oregon corporation;

That I am familiar with its business and have knowledge that about the 18th day of February, 1928, John Slotte & Co., a corporation, entered into a contract with the Feenaughty Machinery Company for the rental of one 7 x 6 Ingersol Rand Compressor at the agreed price of $250.00 per month, beginning on the 18th day of February, 1928;

That I further know that said compressor was used by John Slotte & Co., contractors, for the State Highway Commission of the State of Oregon, in the construction of the Canemah-New Era section of the Pacific Highway, being State Highway Contract #1029; that said compressor was used by the said contractors upon said work until the 17th day of August, 1928, and that the said contractor paid the Feenaughty Machinery Company the sum of $500.00 for the first two months, and have made no payments since that time;

That in addition thereto, said Feenaughty Machinery Company on and between the 8th day of June, 1928, and the 12th day of September, 1928, sold and delivered to the said John Slotte & Co., goods, wares and merchandise to be used and which were used upon said work in Clackamas County, Oregon, of the reasonable value, including postage, for the transmission of said goods, of $125.20, no part of which has been paid; that the Feenaughty Machinery Company also claims interest upon said deferred payments at the rate of six per cent. per annum since the same became due and payable

WHEREFORE, affiant prays that the Feenaughty Machinery Company be furnished with a certified copy of said contract and bond of the American Surety Company of New York, given for the faithful performance of said contract and payment of laborers and materialmen.

That the foregoing affidavit is true to the best of my knowledge and belief, so help me God.

J. I. OVERMAN

Subscribed and sworn to before me this 9th day of October, 1928.

JOHN H. HALL
Notary Public for Oregon.
My commission expires: Sept. 20th, 1931.

ENDORSED:
File No. 753.
Filed October 10, 1928. HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental and goods, wares and merchandise in the sum of $1,125.20, together with interest at the rate of 6% per annum, against the bond taken from John Slotte & Co., as principal, and the American Surety Company of New York, as surety, for the work of construction and widening of the Pacific Highway between the town of Canemah and the town of New Era, Clackamas County, Oregon, State Highway contract No. 1029, with the original notice of claim filed in the office of the Secretary of State on October 10, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of October, A. D. 1928.

Hal E Hoss

Secretary of State

By _____

Deputy

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for rental and goods, wares and merchandise in the sum of $1,125.20, together with interest at the rate of 6% per annum, against the bond taken from John Slotte & Co., as principal, and the American Surety Company of New York, as surety, for the work of construction and widening of the Pacific Highway between the town of Canemah and the town of New Era, Clackamas County, Oregon, State Highway contract No. 1029, with the original notice of claim filed in the office of the Secretary of State on October 10, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of October, A. D. 1928.

Hal E Hoss

Secretary of State

By _____

Deputy

#1011
Oklahoma Co

PR 132a

July 20, 1928

Mercer Steel Company, Inc.
194 North Thirteenth St.,
Portland, Oregon.

Gentlemen:

We have your letter of the 19th inst. advising us of your claim in the sum of $1426.61 against Higbee Brothers, being for materials furnished them in connection with their contract for the construction of the bridge over Turnett Creek at New Era.

Higbee Brothers furnished the state a surety bond for the protection of labor and material claims incurred against this project. This bond was written by the Metropolitan Casualty Insurance Co. of N.Y., Fred A. Schlink Co., agents, Corbett Building, Portland, Oregon. Inasmuch as this bond is for your protection, we would suggest that you file notice of your claim with the Portland agent in the event you fail to secure satisfaction from Higbee Brothers.

Also in accordance with the terms of the Oregon Laws notice of your claim should be filed with the Secretary of State prior to the expiration of a period of one year from date of completion of the project in order to hold the bond liable after that time. The bond is automatically released of operation after the expiration of one year unless such statement has been filed with the Secretary of State.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:JS

July 20,1928

Rigion Brothers,
Woodburn, Oregon.

Gentlemen:

Attached hereto is copy of a letter we have today received from the Kaiser Steel Company advising us of their claim in the sum of $1826.61 against you, being for materials furnished you in connection with your contract for the construction of the bridge over Barrett Creek at Van Zant.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. R. Cleisyer
Chief Clerk

HRC:JR
cmm

TF

MERCER STEEL COMPANY, INC.

PORTLAND, ORE.

July 20,1928

Metropolitan Casualty Insurance Co. of N.Y.
Fred A. Schlick, Agent,
Corbett Building,
Portland, Oregon.

Dear Sirs:

Attached hereto is copy of letter we have today received from the Mercer Steel Company, Inc. [illegible] of their claim in the sum of $1426.61 against Rigdon Brothers, being for materials furnished them in connection with their contract for the construction of the bridge over Parrott Creek at New Era.

This information is given you as you appear as surety on the bond furnished by Rigdon Brothers in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS
enc

Phone Broadway 8088

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES

194 NORTH THIRTEENTH STREET

PORTLAND, ORE.

July 19,1928.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We wish at this time to file a claim for material furnished Rigdon Brothers on the bridge at New Era for the sum of $1426.61, this being the unpaid balance due us on account.

Very truly yours,

MERCER STEEL COMPANY, Inc.

By H.D.Mercer

HDM:B

ANSWERED
H. B. G.

1010

PR 132 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

Post Office Building
Portland, Oreg.

May 24, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are enclosing herewith, for your files, an approved set of specifications for Oregon Federal Aid Project No. 132-B, Canema-New Era Section of Pacific Highway. Under separate cover an approved set of the plans is being returned.

Very truly yours,

W. H. LYNCH
District Engineer.

Enclosure.

APPROVED
ACTING CHIEF, BUREAU OF PUBLIC ROADS.

Concrete-New Era, Curbing

TIME AND PLACE OF RECEIVING May 24, 1928.

Bids for the work described herein will be received by the State Highway Commission of the State of Oregon, at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A. M.) on the twenty-sixth (26th) day of January, 1928.

DESCRIPTION OF WORK

Mr. S. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are enclosing herewith, for your files, an approved set of specifications for Oregon Federal Aid Project No. 132-B, Canema-New Era Section of Pacific Highway. Under separate cover an approved set of the plans is being returned.

Very truly yours,

Enclosure.

F. E. LYNCH
District Engineer.

The work for which bids are to be received pursuant to this advertisement consists of the construction of a concrete highway between Canema and New Era, in the town of Canema. The [illegible] station is [illegible] south of the town of New Era.

[illegible] of an improvement [illegible] in the State of Oregon, and is [illegible] subsidiary to the State Highway Commission. Proposals [illegible] be accepted.

The amount [illegible] the following table:

Amount of Contract

[illegible]

ATTORNEY
ACTING CHIEF, BUREAU OF PUBLIC ROADS

SPECIAL PROVISIONS

Canemah-New Era, Grading

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A. M.) on the twenty-sixth (26th) day of January, 1928.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the performance of the grading work involved in a widening and betterment of a 4.67 mile section of the Pacific Highway between Canemah and New Era in Clackamas County.

The north end of the project is at Station 220+46.2, which station is near the south edge of the town of Canemah. The south end of the project is at Station 27+00, which station is approximately one-half mile south of the store at New Era.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than September 30, 1928.

SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and it must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

The amount of the surety bond shall be as indicated in the following table:

Amount of Contract	Amount of Bond
Less than $50,000.00	100% of amount of contract
$50,000.00 to $100,000.00	$50,000.00
More than $100,000.00	50% of amount of contract.

QUALIFICATION OF BIDS

A bidder who desires to bid upon more than one project at a single letting, but who desires to protect himself against receiving the award of more projects than he is equipped to handle may bid upon any number of projects, securing the protection desired by making the following statement on page 8 of the proposal form for each of the projects bid on:

APPROVED: R. J. Wilson
ACTING CHIEF, BUREAU OF PUBLIC ROADS.

"This bid is conditioned upon my (or our) receiving the award of contract for only one of the projects for which I (or we) have submitted bids at this letting. If the contract for any other project is awarded to me (or us), then this bid shall be considered withdrawn."

In case a bidder who has conditioned his bid as above provided is low bidder on more than one project, it shall be optional with the Highway Commission as to which one of the projects is awarded him.

CLEARING AND GRUBBING

The area within which all required clearing and grubbing work is to be performed for the lump sum price bid for "Clearing and Grubbing," shall be the area included within lines which will be referred to as "clearing limits," the positions of which lines with reference to the new highway centerline are as indicated in the sketch along the upper edge of the accompanying profile.

Such trees and shrubs within the area to be cleared as may be designated by the engineer for preservation, shall be left standing and shall be protected by the contractor against injury during the period that clearing and grading operations are in progress.

In case the contractor is required to clear and grub any areas that are outside of the clearing limits indicated on the profile, he will receive payment for that work at the price bid per acre for "Extra Clearing and Grubbing."

CLASSIFICATION OF EXCAVATION

Under this contract there shall be three classes of excavation, as follows:

Class "A" Excavation
Class "B" Excavation
Structural Excavation

All excavation for box culverts, pipe culverts, drain tile, culvert headwalls, catch basins and retaining walls will be classed as "Structural Excavation" and will be paid for at the price bid for that item.

The classification of all excavation other than that which, in accordance with the above definition, falls in the class of "Structural Excavation," will be dependent upon, and will be

determined by the location of the excavation with reference to the centerline stationing of the project, excavation within certain units of the project being classed as "Class 'A' Excavation" and excavation within certain other units being classed as "Class 'B' Excavation." The limits of the units within which the different classifications shall apply are as follows:

Unit No.	Station Limits	Class of Excavation
1	220+46.2 to 200+00	"B"
2	200+00 to 145+00	"A"
3	145+00 to 0+00	"B"
4	0+00 to 4+00	"B"
5	4+00 to 27+00	"A"

All pay excavation, excepting "Structural Excavation" as above defined, made within a given unit shall be paid for at the price bid per cubic yard for the class of excavation which, according to the above tabulation, applies to that particular unit.

The kind, nature, condition or character of the material excavated shall in no way affect the classing of the excavation or the price at which payment for same is to be made.

OVERHAUL AND TRUCK HAUL

Payment for the overhaul in connection with those excavated materials which are hauled more than three hundred (300) feet but less than one thousand (1000) feet, will be made at the price bid per yard station for "Overhaul."

Payment for the overhaul in connection with those excavated materials which are hauled more than one thousand (1000) feet, will be made at the price bid per yard-mile for "Truck Haul."

In computing the quantities of "Truck Haul" to be paid for, the volumes of the materials will be measured "in excavation," and the haul distances will be measured in half-mile units from the points of excavation. Fractional half-miles will be allowed for as full half-miles.

The basis of payment for "Overhaul" and "Truck Haul, as here specified, shall apply regardless of the means by which the materials are transported.

CULVERT PIPE

Under the culvert pipe bid items, the contractor shall install new pipe culverts and shall extend existing pipe culverts

as may be required. This work shall be done in accordance with the standard specifications for the respective types of pipe culverts, and in accordance with the following additional requirements.

Extensions shall, in each case, be made with the same type of culvert pipe as is in the culvert to be extended, and care shall be exercised to secure permanently tight and stable joints between the extensions and the original structures. Whatever new embankment may be necessary to support the extensions shall be very thoroughly tamped into position. If so ordered by the engineer, the old headwalls shall be cracked off of the pipe and the new pipe joined to the old pipe with the type of joint that is regularly used with the particular type of pipe concerned.

Whatever extra expense may be involved in the making of extensions shall be understood to be included in the prices bid for culvert pipe, and no separate or additional allowance will be made for such extra expense.

CATCH BASINS

Catch basins shall be constructed in accordance with the standard specifications for "Concrete for Structures," and in accordance with a design to be furnished by the engineer. They shall be constructed of Class "C" concrete.

Payment for the concrete required in catch basin construction will be made at the price bid for "Class "C" Concrete," and that payment shall be understood to be full and complete payment for all labor, material and other expense involved in the construction of the catch basins.

RETAINING WALLS

Retaining walls and structures of like nature(except culvert headwalls and catch basins) shall be constructed of cement rubble masonry or of Class "B" concrete, as the engineer may order, and payment for the cement rubble masonry and class "B" concrete used in their construction shall be understood to be full and complete payment for the completed structures.

PARAPET WALLS

Work to be Done:

Under this item "Parapet Walls," the contractor shall construct rubble masonry parapet or railing walls at such points as the engineer may direct.

Details of Construction:

The rubble masonry work in connection with the parapet wall construction shall be performed in accordance with the specifications for "Cement Rubble Masonry" as given on pages 63 and 64 of the standard specification form. The concrete coping for the wall shall be constructed in accordance with the specifications for "Concrete for Structures" as given onpages 55 to 61 of the standard specification form.

The design of the parapet walls shall be as indicated in the printed structural plans bound herewith.

Measurement and Payment:

For the construction of the parapet walls, payment will be made at the price bid per lineal foot for "Parapet Walls," which price shall be understood to include and cover the furnishing of all rock and other materials, and the performance of all work involved in the complete construction of the walls as specified; provided, however, that if suitable rock is available from the roadbed excavations, the same may be used and no deductions for it will be made from the roadbed excavation quantities.

REMOVAL OF GUARD FENCE

Under the bid item "Removal of Guard Fence," the contractor shall perform such work as is necessary in connection with the taking up of all highway guard fences within the limits of the project, and with the salvaging of the timbers of which they are constructed. The work shall be done in accordance with the following provisions.

The rails shall be detached from the posts either by carefully pulling all spikes by some means that will not result in a splitting of the rails, or by carefully pulling those spikes which are at the center of the rail members and by sawing off the ends of the rails flush with the sides of the posts to which the ends are attached. The posts shall be lifted or pulled from the post holes and made free of all earth or mud that may have adhered to them. All spikes that have not already been removed from the posts and rails shall be removed. The post holes shall be back-filled with suitable earth material.

After the posts have been dismantled as above provided, they shall be placed in neat piles at such points alongside the highway as the engineer may designate, which points shall be located so as not to require the transportation of any of the material a distance of greater than one-half mile.

All operations incidental to the removal of the fences shall be performed with care and with a view to preserving for further use, the materials of which they are constructed. All timbers that are damaged by carelessness in the performance of the work shall be replaced by the contractor with new timbers.

Fences shall be removed only as grading operations make their removal necessary. They shall be left in place for the protection of traffic as long as possible.

For the removal of guard fence and for the salvaging of the materials of which they are constructed, as above provided, the contractor will receive payment at the price bid per lineal foot for "Removal of Guard Fence."

REMOVAL OF OLD PAVEMENT

Under the item "Removal of Old Pavement," the contractor shall tear up and deposit in the adjacent embankments, such portion or portions of the old pavement within the limits of the work as the engineer may order him to remove.

It is contemplated that the only work of this nature to be done is between Stations 153+50 and 146+50, and it is to be understood by the contractor that no pavement is to be either torn up or covered with embankment materials, except as specifically ordered by the engineer, even though the pavement is above or below the grade established for the new roadbed.

CRUSHED GRAVEL SURFACING.

Work to be Done:

Crushed gravel surfacing shall be constructed on all of those portions of the project which are within the following limits:

Stations	199+00	to	192+80	
"	153+50	to	146+50	
"	100+00	to	94+50	
"	50+50	to	47+50	
"	27+50	to	25+40	
"	3+00	to	0+50	(north of New Era)
"	1+85	to	5+00	(south of New Era)

The time at which surfacing shall be constructed on each of the above mentioned units shall be as the engineer orders, and in this matter the convenience of traffic, rather than the convenience of the contractor, will be considered.

Materials:

The crushed gravel to be used in the surfacing construction shall be clean and durable crushed gravel which when subjected to the standard abrasion test will show an abrasive loss not exceeding six (6) per cent.

Sizes and Grading of Materials:

The crushed gravel shall be of two sizes as follows:

Base course crushed gravel shall be a crushed gravel that is uniformly graded between a maximum size of two to three inches and a minimum size of from naught to one inch. It shall not contain more than twenty-five per cent of sand or other material that will pass a screen having one-quarter inch square openings.

Top course crushed gravel shall be a crushed gravel that is uniformly graded between a maximum size of from 3/4 to 1/2 inch and a minimum size of from 0 to 1/4 inch. It shall not contain more than thirty-five per cent of sand or other material that will pass a screen having one-quarter inch square openings.

Percentage of Crushed Fragments:

At least twenty-five per cent (by weight) of the pebbles and fragments of which the base course crushed gravel is composed shall show fractured surfaces. At least fifth per cent (by weight) of the pebbles and fragments of which the top course crushed gravel is composed shall show fractured surfaces.

Width and Thickness of Surfacing:

The surfacing shall be constructed to a width of twenty (20) feet. It shall consist of from five to eight inches of base course materials and of from two to four inches of top course materials, the exact thickness in each case to be as the engineer orders. The base course materials shall be laid in two courses of approximately equal thickness unless otherwise ordered by the engineer.

Details of Construction:

Before the surfacing materials are placed, the subgrade shall, by means of blade graders, be brought to uniform crown and grade, after which it shall be trenched to a depth of three inches, the material from the trench being deposited in windrows along the outside edges of the trench to form shoulders between which to place the surfacing materials. The width of the trench shall be

the same as the width specified for the surfacing, the shoulders of the trench shall be well formed and shall be true to line and grade, and the bottom of the trench shall be trimmed to a crown of three-tenths of one foot.

In the trench prepared as above specified, the surfacing materials shall be deposited, each course being spread to uniform thickness and crown before the next course is placed upon it. If so ordered by the engineer, some form of earth filler shall be incorporated with the surfacing materials, but if this is required, payment for the furnishing and incorporating of the filler will be paid for as extra work.

After the surfacing materials have all been placed and the top course has been properly spread, the windrows of earth along the edges of the trench shall be leveled and spread over the unsurfaced portions of the roadbed, the roadbed being thus shaped to a trim and uniform cross-ection.

Maintenance of Surfacing:

The surfacing constructed by the contractor shall be maintained by him in a uniformly smooth and easy riding condition during the whole of the time that work under this contract is in progress.

Measurement and Payment:

For the furnishing, hauling and placing of the crushed gravel, for the performance of the various details of surfacing construction as above specified, and for the maintining of the surfacing after construction, payment shall be understood to be included in the prices bid for "Base Course Surfacing," and "Top Course Surfacing," and the quantities to be paid for at each of these prices shall be the number of cubic yards of base course crushed gravel and top course crushed gravel, respectively, actually furnished and incorporated in the work, as these quantities are determined by measurement of the crushed gravel in trucks at the point of loading.

PROVISION FOR TRAFFIC

Owing to the volume and importance of the traffic which uses the Pacific Highway route between Canemah and New Era, the protection of traffic and the avoiding of inconvenience thereto is of paramount importance, and is a primary consideration in this contract.

Only with the specific consent of the engineer, secured in writing and arranged for at least twenty-four hours in advance, which consent will be granted only when absolute practical necessity and not simply the convenience of the contractor demands

shall any part of the present travelled highway route be blocked or otherwise closed to traffic, and in those instances in which the closing of the highway is permitted, every precaution shall be taken to assure the closed period being as short as possible, and the contractor shall carry out all directions which the engineer may give in supplement to or in substitution for the contractor's own plans, if such plans seem to the engineer to be inadequate to make such assurance certain.

Whenever the handling of two-way traffic over the present travelled route would seriously complicate the difficulties of performing the work or of providing adequately for the traffic, the engineer will arrange to detour the northbound traffic over the old road between Stations 8 and 22 (south of New Era) and over the county road which leads from New Era (Station 2) to Oregon City. These detour roads are fairly satisfactory detours for one-way traffic, but they are entirely inadequate for the two-way traffic, and it is for that reason that the present travelled highway route must not be allowed to become closed.

Subject only to the conditions described in the second paragraph above, the southbound Pacific Highway traffic shall be handled over the present travelled highway route at all times.

In order that the use of detours may be limited to the shortest possible time, all work on that portion of the project which is between Station 2 (north of New Era) and the south terminus of the project (Station 27+00) shall be completed by not later than April 30, 1928, and all other work to be done under the contract shall be prosecuted as expeditiously as possible.

The State shall maintain the two detour roads hereinbefore mentioned and shall furnish all flagmen, signs, barricades, lights, etc., that are necessary to divert the traffic to these detours and to direct the traffic over them.

The contractor shall make whatever provisions may be necessary in order that traffic may pass safely and with reasonable speed along the route of the present travelled highway, and he shall direct, control and protect traffic over that route, furnishing all flagmen, watchmen, barricades, lights, warning signs, direction signs, and other traffic facilities that may be required for the performance of these duties to the satisfaction of the engineer. The contractor shall be liable for all damage and injury that may be attributable in any way to the operations of the contractor, to his negligence or to his failure to provide proper warnings and safeguards.

PROTECTION OF PAVEMENT AND LIABILITY FOR BREAKAGE

In the conduct of the work to be done under this contract, the contractor shall take very reasonable precaution to avoid damage to the highway pavement, and he shall be liable for all damage done except such as is unavoidable.

As a precaution to avoid possible damage to the pavement by trucks engaged in hauling operations, all trucks used on the work shall be equipped with pneumatic tires and shall be operated with loads and speeds which are within the limits prescribed by law for vehicles being operated on public highways in the State of Oregon.

To assure proper precautions being taken to prevent damage to the pavement by steam shovels, gasoline shovels, tractors and other heavy construction equipment, the contractor will be required to share a part of the repair expense which such damage will entail, and to this end a charge of $1.00 per square yard will be made against the contractor for all pavement broken or damaged by steam shovels, gasoline shovels, tractors and other heavy construction equipment used on the job. In this connection it shall be understood that the contractor is to pay for breakage or damage by this class of equipment regardless of whether the said breakage or damage was or was not avoidable or due to negligence.

GASOLINE TAX REFUND

It is understood that the prices bid by the contractor for the work to be done under this contract include the state tax on all gasoline, distillate and other motor fuels used in the performance of the work (including that used in shovels, pumps, compressors, and other equipment and machinery as well as that used in trucks,) and it is agreed that if any refund of said state tax is received by the contractor or by his subcontractors or employes, the amount thereof shall either operate as a credit to the State on amounts due to the contractor under this contract, or shall be paid to the State by the contractor in cash.

ANNULMENT OF CONTRACT

The "Annulment of Contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and it shall be superseded by the following provisions:

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditor; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or instructions of the engineer; or otherwise be guilty of a substantial violation of any provision of the contract, then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days' written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractor's default, shall be certified by the engineer.

RIGHT OF COMMISSION TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the State Highway Commission, after three days' written notice to the contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor.

SPECIAL PROVISIONS

LAWS GOVERNING CLEARING OPERATIONS

The attention of the contractor is called to the provisions of Section 22 of Chapter 281 of the General Laws of Oregon, 1925, which section reads as follows:

"Section 22. - Clearing Right of Way - Filing of Description: Permit Necessary Therefor. Forester Authorized to Prescribe Conditions and Manner of Clearing. - Penalty. Every person, firm or corporation shall, before clearing any right of way for any highway or railroad, or any power, commercial telegraph or telephone line, or for any transmission or transportation utility right of way on any forest land within this state, whether upon his, their, or its own land, or that of another, where the clearing of such right of way would constitute a fire hazard, file with the forester (F. A. Elliott, Salem, Oregon) a general description of the right of way to be cleared and the forester shall issue a written permit for such clearing, which permit shall set forth the precautionary conditions and manner under which such clearing shall be done; provided, that the above requirements shall not apply to railroad spurs not exceeding one-half mile in length nor to temporary minor wagon roads to be used for transporting forest material. Refusal or neglect to comply with the provisions of this section or with the terms of such permit shall be deemed a misdemeanor, and, upon conviction thereof, the offender shall be punished by a fine of not less than twenty-five dollars ($25) nor more than two hundred and fifty dollars ($250) for each offense."

The contractor agrees that in the performance of the work to be done under this contract, he will comply fully with the provisions of said Section 22, as well as with the provisions of all other laws and government requirements.

FORM S-A S-3660 SM 1-27

WILLIAM DUBY, SALEM, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
} COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

Canemah - New Era Section

PR 132B

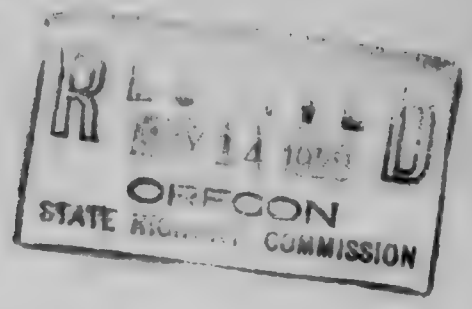
OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.....

ATTENTION:.....

Oregon City, Oregon.
May 12, 1928.



Mr. R.A. Klein
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. Skelley.

The following corrections in ownership should be noted on the map, which I left with you a few days ago, showing property to be acquired for additional right of way between Canemah and New Era.

Propertylisted as Ganong Estate is now owned by L.L. McFarland and his wife Clarissa.

Belle Rutter Estate now owned by Ruby B. Huber

One acre as follows has been sold by Josephine and Louis Criteser to E.C. and Bessie K. Corn:

Beginning at the most southerly corner of that certain tract of land conveyed by J.H. Walker and wife and John B. Lewthwait and wife to Josephine Critser and Lewis G. Critser recorded in Vol. 197, page 571, deed records of Clackamas county, Ore. thence N. 35 degrees and 30 min. W. 4ch., thence N 58 degrees E 2.342 ch, thence S. 35 degrees and 30minE 4 ch., thence S 52 degrees and no min. W2.342 ch. to place of beginning, save and excepting from the above description any portion taken from the northwesterly side by Clackamas county or State of Oregon for highway purposes. The tract hereby conveyed containes one acre more or less.

You will note in the above description that one course is 58 degrees while the oppo - site side of the property calls for 52cdegrees. However the intention is to sell one acre off of the south side of the Critser property.

Yours truly

L. L. McFarland

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.

PR 132 B

May 9, 1928.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

The project agreement and certificate have been executed covering Oregon Federal aid project No. 132-B, Canemah-New Era section of the Pacific Highway. We enclose herewith an original copy each of the agreement and certificate for your files.

Yours very truly,

W. H. Lynch,
District Engineer.

A4 fed. 3336

Form P. R. 2
State ..... Oregon
Project No. ..... 182, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916
AMENDED FEBRUARY 28, 1919

AND

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

WASHINGTON
GOVERNMENT PRINTING OFFICE
1925

8 ex V.

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of April, 1928

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 13th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 31st day of January 1928, and approved by the Secretary on the 27th day of April, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-five thousand, one hundred twenty-eight and 03/100 Section B of

dollars ($ 75,128.03) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—4519

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____
(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 27+00 approximately one-half mile south of New Era, and survey station 280+46.24 near the south city limits of Canemah, excepting therefrom the bridge across Parrott Creek at New Era, which is Section A of said project, terminal points, a distance of 4.634 miles, known locally as the Pacific Highway between Albany and Portland, Clackamas County, being Section B of Oregon Federal Aid Project No. 132.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

APR 2 1928 8 54 AM
JAN 9 1928 8 57 AM
8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ~~Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.~~

(Include amount, date, and citation of

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

STRICKEN OUT

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed; by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of seventy-five thousand, one hundred twenty-eight and 03/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of one hundred twenty thousand, six hundred eighty-seven and 60/100 dollars, the Section B of approved total estimated cost of said project.

8—8518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the (State or county) of (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chapter 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

APR 2 1928 8 54 AM

MAY 9 1928 8 57 AM

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 27+00 approximately one-half mile south of New Era, and survey station 220+46.24 near the south city limits of Canemah, excepting therefrom the bridge across Parrott Creek at New Era, which is Section A of said project, locally known as the Pacific Highway between Albany and Portland, Clackamas County, and designated in the records of this Department as Section B of Project No. 132, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $120,687.60 as the total estimated cost of Section B of said project, and the sum of $75,128.03 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 27th day of April one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting *Secretary of Agriculture.*

GPO 8—4829

February 25, 1938.

FH 152-B

U. S. Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Cazenovia-New Era Section, Oregon Project 152-B.

Owing to the necessity of holding the contract for approval of the plans, we overlooked preparing this estimate, and we regret that it was not sent to you before.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP
Encls.

Oregon State Highway Department — Project No. 112-A

GARDNER-NEW ERA SECTION OF THE PACIFIC HIGHWAY

IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, February 25, 1928.

All Required	Clearing and Grubbing		$ 1,200.00
2.0 Acres	Extra clearing and grubbing	450.00	900.00
10,000 cu.yds	Class "A" excavation	.44	4,400.00
57,000 cu.yds	Class "B" excavation	.90	51,300.00
2,200 cu.yds	Structural excavation	2.00	4,400.00
65,000 yd.sta.	Overhaul	.03	1,950.00
21,000 yd.sta	Trunk Haul	.20	4,200.00
2,600 lin.ft	6" Porous Drain Tile	.30	780.00
280 lin.ft	8" Porous Drain Tile	.40	112.00
250 lin.ft	10" Porous Drain Tile	.50	125.00
20 lin.ft	10" Concrete Pipe	1.25	25.00
300 lin.ft	12" Concrete Pipe	1.50	450.00
100 lin.ft	18" Concrete Pipe	3.00	300.00
10 lin.ft	36" Concrete Pipe	7.00	70.00
16 lin.ft	10" Corr. Galv. Iron Pipe	1.25	20.00
200 lin.ft	12" Corr. Galv. Iron Pipe	1.60	320.00
10 lin.ft	18" Corr. Galv. Iron Pipe	3.00	30.00
35 cu.yds	Class "F" Concrete	25.00	900.00
42 cu.yds	Class "C" Concrete	27.00	1,134.00
1,700 cu.yds	Rubble Masonry	9.00	15,300.00
2,800 lin.ft	Parapet Wall	5.00	14,000.00
300 cu.yds	Rock Backfill for Drains	3.50	1,050.00
5,700 lin.ft	Removal of Old Guard Fence	.10	570.00
1,250 sq.yds	Removal of Old Pavement	.60	750.00
1,000 cu.yds	Base Course Surfacing	3.40	3,400.00
350 cu.yds	Top Course Surfacing	3.40	1,190.00
		Sub-total	$108,716.00
		10% E. & C.	10,871.00
		Total	$120,087.00

Gross Length 4.880 Miles
Net Length 4.634 miles
Cost per mile, net length $26,043.23

State Funds Available $45,559.57
Federal aid Requested 75,128.03 (62.25%)
$120,687.00

State funds for construction - Chapter 175, Laws 1917; Chapter 21, Laws 1920.
State funds for maintenance - Res. Aug. 17, 1917; Chapter 237, Laws 1917.

Form No. 39—22292—6M—8-23

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PR 132-B

Date 2-11, 1928

Job Name Grading

Canemah-New Era

Highway Pacific

County Clackamas Job Prefix 31 E

Week from 2-6 to 2-11

Mail Address Oregon City

Telegraph or Telephone Address

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

John Slattee- contractor - started clearing on the 9th at sta. 50. No machinery on the job and none expected until next week

FEB 21 1928

(See back of this sheet for instructions and detailed information.)

Signed F. T. Strong

Title

GRADING CONSTRUCTION

Total miles of grading on project 4.67

Miles completed —

Miles completed except finishing —

Miles covered by contractor's forces —

Miles cross-sectioned —

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 3

Contractor's average force for week 5 *men,*

— *teams,* — *steam shovels*

Grading work will be completed about —

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

COMPANY'S
HOME OFFICE BUILDING

American Surety Company
of New York

PR132-B

F. W. LAFRENTZ
CHAIRMAN OF THE BOARD

R. R. BROWN
PRESIDENT

LOCAL BOARD
WILLIAM M. LADD, RES. VICE PRES
JOHN TWOHY

WM. C. BRISTOL, COUNSEL

ADDRESS ALL COMMUNICATIONS TO
WILLIAM J. LYONS, MANAGER
W. A. KING, ASSISTANT MANAGER

IN REPLYING TO THIS LETTER PLEASE QUOTE
SUBJECT AND INITIALS GIVEN

BRANCH OFFICE FOR THE STATE OF OREGON

500-501-502 YEON BUILDING

TELEPHONE BEACON 8093

PORTLAND, ORE.,

February 7th, 1928

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

You will find enclosed four copies of contract No. 1029 for 4.67 miles of grading on the Canemah-New Era Section of the Pacific Highway in Clackamas County which have been signed by John Slotte and Company, Inc. of Astoria, Oregon and the bonds in connection therewith executed by this Company as surety.

When the contracts have been signed by the State Highway Commissioners we would appreciate a copy for our files.

Yours very truly,

W. A. KING,
Asst. Mgr.

WAK:NC
Encl.

PR132B

New Era-Canemah, Grading

Item No.	Item		Unit Price	Amount
1.	Clearing and Grubbing	All Required		
	For -	Lump Sum	$ --	$ - 6000.00
2.	Extra Clearing and Grubbing	2.0 Acres		
	For -	per Acre	$ 300.	$ - 600.00
3.	Class "A" Excavation	10,500 cu.yds		
	For -	per cu.yd	$ - .35	$ - 3675.00
4.	Class "B" Excavation	57,500 cu.yds		
	For -	per cu.yd	$ - .90	$ 51750.00
5.	Structural Excavation	2,200 cu.yds		
	For -	per cu.yd	$ 1.50	$ - 3300.00
6.	Overhaul	63,000 yd.sta.		
	For -	-per yd.sta.	$ - .03	$ - 1890.00
7.	Truck Haul	21,000 yd.mis.		
	For -	per yd.mi.	$ - .25	$ - 5250.00
8.	6" Porous Drain Tile	2,600 lin.ft		
	For -	per lin.ft	$ - .25	$ - 650.00
9.	8-inch Porous Drain Tile	280 lin.ft		
	For -	per lin.ft	$ - .35	$ - 98.00
10.	10-inch Porous Drain Tile	250 lin.ft		
	For -	per lin.ft	$ - .50	$ - 125.00
11.	10-inch Concrete Pipe	20 lin.ft		
	For -	per lin.ft	$ 1.00	$ - 20.00
12.	12-inch Concrete Pipe	300 lin.ft		
	For -	per lin.ft	$ 1.50	$ - 450.00

Canemah-New Era Section #2

Item No.	Item		Unit Price	Amount
13.	18-inch Concrete Pipe	150 lin.ft		
	For -	per lin.ft	$ 2.50	$ - 375.00
14.	36-inch Concrete Pipe	10 lin.ft		
	For -	per lin.ft	$ 6.25	$ - 62.50
15.	10-inch Corr. Galv. Iron Pipe	16 lin.ft		
	For -	per lin.ft	$ 1.25	$ - 20.00
16.	12-inch Corr. Galv. Iron Pipe	200 lin.ft		
	For -	per lin.ft	$ 1.50	$ - 300.00
17.	18-inch Corr. Galv. Iron Pipe	10 lin.ft		
	For -	per lin.ft	$ 2.50	$ - 25.00
18.	Class "B" Concrete	35 cu.yds		
	For -	per cu.yd	$ 25.00	$ - 875.00
19.	Class "C" Concrete	42 cu.yds		
	For -	-per cu.yd	$ 25.00	$ - 1050.00
20.	Rubble Masonry	1,700 cu.yds		
	For -	per cu.yd	$ 10.00	$ 17000.00
21.	Parapet Wall	2,800 lin.ft		
	For -	per lin.ft	$ 4.00	$ 11200.00
22.	Rock Backfill for Drains	300 cu.yds		
	For -	per cu.yd	$ 2.80	$ - 840.00
23.	Removal of Guard Fence	5,700 lin.ft		
	For -	-per lin.ft	$ .10	$ - 570.00

Canemah-New Era Section #3

Item No.	Item		Unit Price	Amount
24.	Removal of Old Pavement	1,250 sq.yds		
	For -	per sq.yd.	$ .50	$ 625.00
25.	Base Course Surfacing	1,000 cu.yds		
	For -	per cu.yd	$ 3.20	$ 3200.00
26.	Top Course Surfacing	350 cu.yds		
	For -	per cu.yd	$ 3.45	$ 1207.50

Total Amount of Bid $ 111,158.00

January 24, 1936.

FR 132-B

Mr. C. H. Purcell
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate of plans, and four copies of special provisions covering the Commonwealth Creek Section, Oregon Project No. 132-B.

One blue print set of plans and one original set of cross-sections today are being sent to you under separate cover. The other three copies of plans will be forwarded to you as soon as we can do the necessary blue printing.

It is requested that the cross-sections for the project be returned to Mr. F. T. Young, Resident Engineer at Oregon City as soon as you have completed your inspection of the plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeSouza/AP

CC Mr. F. T. Young

Oregon State Highway Department — Project No. 182-B

CANEMAH-NEW ERA SECTION OF THE PACIFIC HIGHWAY

IN CLACKAMAS COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, January 24, 1928.

All Required		Clearing and Grubbing		$6,000.00
2.0	Acres	Extra Clearing & Grubbing	$300.00	600.00
10,500	cu.yds	Class "A" Excavation	.35	3,675.00
57,500	cu.yds	Class "B" Excavation	.90	51,750.00
2,200	cu.yds	Structural Excavation	1.50	3,300.00
65,000	yd.sta	Overhaul	.02	1,300.00
21,000	yd.mi	Truck Haul	.25	5,250.00
2,000	lin.ft	6" Porous Drain Tile	.25	650.00
250	lin.ft	8" Porous Drain Tile	.35	96.00
250	lin.ft	10" Porous Drain Tile	.50	125.00
20	lin.ft	10" Concrete Pipe	1.00	20.00
300	lin.ft	12" Concrete Pipe	1.50	450.00
150	lin.ft	15" Concrete Pipe	2.50	375.00
10	lin.ft	36" Concrete Pipe	6.25	62.50
16	lin.ft	10" Corr. Galv. Iron Pipe	1.25	20.00
200	lin.ft	12" Corr. Galv. Iron Pipe	1.50	300.00
10	lin.ft	18" Corr. Galv. Iron Pipe	2.50	25.00
35	cu.yds	Class "D" Concrete	25.00	875.00
42	cu.yds	Class "C" Concrete	25.00	1,050.00
1,700	cu.yds	Rubble Masonry	10.00	17,000.00
2,800	lin.ft	Parapet Wall	4.00	11,200.00
300	cu.yds	Rock Backfill for Drains	2.80	840.00
5,700	lin.ft	Removal of Guard Fence	.10	570.00
1,250	sq.yds	Removal of Old Pavement	.50	625.00
1,000	cu.yds	Base Course Surfacing	3.20	3,200.00
350	cu.yds	Top Course Surfacing	3.45	1,207.50
			Sub-total	$111,168.00
			10% Engr. & Cont.	11,115.80
			Total	$122,273.80

Gross Length - 4.630 miles
Net Length 4.634 miles

Cost per mile, net length $26,386.23

State Funds available $48,909.52
Federal Aid Requested 73,364.28 (60%)

$122,273.80

State funds for construction - Chapter 175, Laws 1917; Chapter 31, Laws 1920
" " " maintenance - Res. Aug. 17, 1917; Chapter 257, Laws 1917.

City of Oregon City

PR-132 R

December 10, 1927

Mr. J. L. Fransen,
City Manager,
Oregon City, Oregon.

My dear Mr. Fransen:

In response to your inquiry of December 9, regarding the attitude of the State Highway Department as to highway improvement in Gunnmh if that village should be taken into corporate limits of Oregon City, would say that, since this is a matter of policy, I can not give you a definite answer at this time. I will, however, be glad to take this matter up with the Highway Commission at their next meeting, on December 20, and will advise you of their decision in this matter.

Very truly yours,

State Highway Engineer.

BAK:HI

City of Oregon City

OREGON CITY, OREGON

December 9, 1927

RECEIVED
DEC 10 1927
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Mr. Klein:

We have received a well-filled petition from the residents of Canemah requesting that they be incorporated into the City of Oregon City, and also that territory between Oregon City and Canemah.

There is a short stretch of uncompleted highway near the entrance to Canemah from the North, and the question has arisen whether the highway department would complete this part of the highway after that territory had been taken into the city limits of Oregon City.

I would be glad if you would answer this question for us at your earliest convenience so that I might reply to the petitioners from Canemah.

Yours very truly,

J. L. Franzen

General Manager.

JLF:D

City of Oregon City

OREGON CITY, OREGON

November 28, 1927

Mr. H. B. VanDuzer, Chairman Highway Comm.,
c/o Inman-Polson Lumber Co.,
East & Carrothers Sts.,
Portland, Oregon

Dear Sir:

I have just received a well filled petition from the residents of Canemah, the settlement just south of Oregon City, requesting that they be annexed to Oregon City.

There is a short distance of the Pacific Highway between Oregon City and Canemah that is not completed. At present this section is planked, awaiting the settlement of the roadbed before completion.

Should this territory be annexed to Oregon City, the above mentioned section of the highway would then be within the city limits of Oregon City. The question then arises Would the Highway Commission complete this section of the highway after it had been taken into the City limits of Oregon City ?

An early reply to this question would be appreciated, so that I may reply to the citizens of Canemah regarding their petition.

Yours very truly,

J. L. Franzen

General Manager.

JLF:D

CONTRACT# 1032,
1046, 1050,

PR-128C Bridge over Schofield River & Reedsport Sec. (Grad.) 1928-1930

1032, 1046, 1050

PR-128C Bridge over Schofield River & Reedsport Sec. (Grad.) 1928-1930

1032, 1046, 1060

Form No. 1

WAR DEPARTMENT
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
321 CUSTOMHOUSE

REFER TO FILE NO. UR 121/1.18

PR 128C

NOTED
State Highway Engineer

December 15, 1928.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Receipt is acknowledged of your letter of the 14th instant relating to removal of temporary bridge across Scofield River at Reedsport, Oregon.

Owing to the status of the water supply for the city of Reedsport the matter will be held in abeyance pending action regarding the water main. This office has received a telegram from the city of Reedsport stating that an application will be made for a water-pipe crossing at the site of the new bridge, but no application has yet been received.

Very truly yours,

C. R. Lukesh,
Lt. Col., Corps of Engineers,
District Engineer.

Copies sent to C. B. McCullough
and J. S. Sawyer.

PR.128

December 14, 1926.

The District Engineer
War Department,
Old Customhouse,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 7, 1926, relative to delay in removing the old bridge at Scoffield River near Reedsport.

In our contract for the construction of the new bridge, there was included a bid item for the removal of the old structure and the contractor has been anxious to do this work and thus complete his contract and receive a final estimate. This department is likewise anxious to have the old bridge removed and the contract completed.

However, the old bridge carries the main pipe of the city of Reedsport water supply. Before the construction of the new bridge was commenced the Water Committee of that city was notified that provision would have to be made to take care of the pipe line and they agreed to place a submerged pipe on the river bottom. They later arranged for the purchase of the necessary new pipe and attempted twice, I am advised, to lay it in the bed of the stream, but both times it failed. Subsequently we pressed the Water Committee further to complete their arrangements to take care of the pipe line so we could remove the old bridge and the Chairman stated at that time that it was their intention to petition the War Department for a permit to use a part of the old bridge structure to carry their pipe line, stating that they could secure the endorsement of the Port Commission on this plan. With this understanding on our part, no further action was taken to remove the old structure pending action by your office on their application. After receipt of your letter we made an immediate inquiry and were surprised to find that the application had not been made, but the Chairman of the Water Committee stated that he would call a meeting of the City Council at once and draft and file a petition with your office.

This department is in this position: We are ready and anxious to remove the old bridge at the earliest possible date. The fact that the water main of the city is on the old structure is the only reason why it has not been done. The city has shown its good faith by trying to lay a submerged pipe line at a considerable cost to a small city, but has failed. They are now applying to the War Department for a permit to

utilize the old bridge to carry the pipe line. To carry out our obligations and your instructions literally will mean cutting off the water supply of a city of 500 or more people and leave several saw mills without fire protection, which, of course, is contrary to public policy. Please say what this department should do in the premises.

Very truly yours,

State Highway Engineer.

BAK:HI

cc J. S. Sawyer
C. B. McCullough

utilize the old bridge to carry the pipe line. To carry out our obligations and your instructions literally will mean cutting off the water supply of a city of 500 or more people and leave several saw mills without fire protection, which, of course, is contrary to public policy. Please say what this department should do in the premises.

Very truly yours,

State Highway Engineer.

BAK:HI

cc J. S. Sawyer
C. E. McCullough

December 10, 1928

Mr. W. A. Lovelace,
Reedsport, Oregon.

10-PH

Dear Sir:

Reference is made to a conversation had in my office recently in regard to your proposal to use some parts of the old Schofield bridge structure to carry the city of Reedsport's water line across Schofield Slough.

This matter was left with the understanding that the city of Reedsport would make application to the War Department, Office of the District Engineer, Portland, Oregon, for such permission, stating that you were familiar with the present arrangement which is taken care of in the State Highway Department's permit for the new Schofield bridge and planning the removal of the old structure within ninety days after the completion of the new one.

For your further information we enclose herewith copy of a letter from Col. C. E. Lukesh of the War Department under date of December 7th., which needs no explanation and from which you will see requires this department to remove the old bridge at once.

Please advise by return mail what, if any, move your city has made towards getting permission from the War Department to retain a part of the old structure for your water line, as it will be necessary for us to reply to Col. Lukesh's letter promptly.

Very truly yours,

J. A. Lawyer,
Division Engineer.

JAL:JB
cc. C. E. McCullough

FORM No. 1

WAR DEPARTMENT

OFFICE OF THE DISTRICT ENGINEER

PORTLAND, OREGON

ADDRESS REPLY TO
THE DISTRICT ENGINEER
321 CUSTOMHOUSE

REFER TO FILE No. UR 121/1.16

December 7, 1928.

Oregon State Highway Commission,
Salem, Oregon.

FILED
DEC 8 1928
OREGON

Gentlemen:

Reference to the permit issued under date of February 17, 1928, by the Assistant Secretary of War authorizing your commission to reconstruct a bridge across the Schofield River at the town of Reedsport, Oregon.

A recent inspection of this structure by a representative of this office discloses the fact that a temporary bridge was constructed across the river in connection with the reconstruction of the bridge authorized by the above mentioned permit, that the new bridge was completed August 29, 1928, and open to traffic September 10, 1928.

Conditions of the instrument provide, as outlined in paragraph 2, for the prompt removal of all falsework or other obstructions caused by the reconstruction of said bridge and in any case not later than 90 days after the bridge has been opened to traffic. The 90 days from the date the bridge was open to traffic will have expired on the 9th of this month (December). You are, therefore, requested to remove this temporary structure without further delay.

Acknowledgement of this letter with probable date of completion of work required is requested.

Very truly yours,

G. R. Lukesh,
Lt. Col., Corps of Engineers,
District Engineer.

11-16-28

Pr# 128-C

STENCIL NO. 125

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1.

RECEIVED
DEC 14 1928
OREGON
STATE HIGHWAY COMMISSION

Post Office Building,
Portland, Oregon.

In reply please
refer to File No. Ore. 128-C

December 13, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are enclosing herewith one set of approved specifications for Oregon Federal Aid Project No. 128-C, surfacing.

~~Under separate cover approved plans are also being sent to you.~~

Very truly yours.

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

11-16-28

SPECIAL PROVISIONS

Reedsport Section, Surfacing.

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon at ten o'clock A. M.(10:00 A. M.) on the fourteenth (14th) day of August, 1928.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 1.00 mile of crushed gravel surfacing on the Reedsport Section of the Roosevelt Coast Highway in Douglas County, and of the furnishing of approximately 500 cubic yards of crushed gravel for use by the state in connection with the maintenance operations.

The south end of the project is at Station 476+15, which station is at the south corporate limit of the town of Reedsport. The north end of the project is at Station 532+10, which station is about 200 feet north of the intersection of Winchester Avenue with West Railroad Avenue in Reedsport.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than November 30, 1928.

SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and it must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

The amount of the surety bond shall be as indicated in the following table:

Amount of Contract	Amount of Bond
Less than $50,000.00	100% of amount of contract
$50,000.00 to $100,000.00	$50,000.00
More than $100,000.00	50% of amount of contract.

PROPOSAL GUARANTY

Bid bonds will be accepted as proposal guaranties in connection with this project only when they are executed upon the

APPROVED: R. H. Baldock
STATE ENGINEER, BUREAU OF PUBLIC ROADS
11-16-28

State Highway Commission's standard proposal bond form for state projects, copy of which bond form is attached between pages 12 and 13 of the proposal form. Oregon and Washington agents of nearly all incorporated surety companies are supplied with copies of this standard form, and their copies may be used when circumstances make it inconvenient to secure an execution of the bond on the copy which accompanies the proposal form. If desired, the bond form which accompanies the proposal form may be detached for separate execution.

CRUSHED GRAVEL SURFACING

Cross-section and Number of Courses:

The cross-section to which the surfacing is to be constructed and the number of courses in which the surfacing materials are to be placed, shall, in general, be as indicated in the cross-section plan attached hereto. These features shall, however, be subject to reasonable variation by the engineer to meet varying conditions encountered.

Kind and Quality of Materials:

The materials to be furnished for the surfacing to be constructed under this contract shall be crushed gravel.

The gravel from which the crushed gravel is manufactured shall be clean, hard, tough and durable. It shall contain no slate, shale, or soft or porous rock, and it shall be free of vegetable and other objectionable matter. When subjected to the standard abrasion test, it shall show an abrasive loss not greater than seven (7) per cent.

In the manufacture of the crushed gravel, all oversize pebbles, stones, rocks and boulders of acceptable quality occurring in the bar-run material shall be crushed to specification size and shall become a part of the crushed gravel furnished. In no case shall the percentage, by weight, of fractured fragments occurring in the crushed gravel be less than as follows:

1.	In sub-base course materials	40 per cent
2.	In base course materials	50 per cent
3.	In top course materials	60 per cent

The methods used in the manufacture of the crushedgravel shall be such that the percentage of fractured particles occurring in the finished product shall be as nearly constant and uniform as is practicable.

Prospective Sources of Gravel:

The logical sources from which to obtain gravel from which to manufacture the crushed gravel to be furnished under this contract, appear to be the gravel bars in the Umpqua River near Reedsport. The possibility of rail shipment from other sources, should not, however, be overlooked.

Acquisition of Rights to Take Materials:

Except as indicated in the next paragraph, the contractor shall, at his own expense, acquire the right to take gravel from whatever source or sources he may elect to use. He shall also, at his own expense, provide hauling roads, crusher sites and unloading grounds, and make wwhatever other arrangements may be necessary in connection with the delivery of the crushed gravel at the places herein specified.

If the contractor elects to use gravel from the Umpqua River, the State Highway Commission will arrange with the State Land Board for a waiver of the state royalty of ten cents per cubic yard which is usually charged on gravel taken from navigable streams.

Sizes of Materials:

The crushed gravel to be used in the surfacing construction work shall be of three sizes, as follows:

Sub-base course crushed gravel shall be crusher-run crushed gravel, all of which will pass a screen having two (2) inch circular openings. It shall not contain more than fifteen (15) per centof sand or other material which will pass a screen having one-eighth (1/8) inch square openings.

Base course crushed gravel shall be crusher-run crushed gravel all of which will pass a screen having one and one-half (1 1/2) inch circular openings. It shall not contain more than fifteen (15) per cent of sand or other material which will pass a screen having one-eighth (1/8) inch square openings.

Top course crushed gravel shall be crusher-run crushed gravel, all of which will pass a screen having three-quarter (3/4) inch circular openings. It shall not contain more than fifteen (15) per cent of sand or other material which will pass a screen having one-eighth (1/8) inch square openings.

Each size of material shall be uniformly graded from the specified maximum size to dust.

Preparation of Subgrade:

Before spreading the surfacing materials, the contractor shall, by means of blade graders and other suitable equipment, shape up the roadbed, bringing same to uniform crown and grade, with a surface free from ruts, humps and depressions. He shall then form a trench in which to construct the surfacing, which trench shall be of such form and depth that after the surfacing is completed and the earth shoulders leveled down as hereinafter provided, the cross-section of the surfacing and the position of same with reference to the roadbed will be as indicated in the cross-section plan.

The trench shall be excavated and trimmed to accurate line, grade and cross-section, and shall be so at the time the surfacing materials are placed within it.

Placing Materials:

The placing of materials shall begin at the point where the vehicles delivering the materials enter upon the road, and shall progress away from thatpoint, first in one direction to the end of the unit being surfaced from that point of entry to the road, and then in the other direction to the other end of the unit.

The hauling of materials from the point of entry to the road to the point of deposit shall be done over the surfacing materials in place between those points, and this hauling shall be distributed over the width of the surfacing in such manner as to be most effective in the compacting of the surfacing materials.

Except as otherwise permitted by the engineer, each course of the surfacing shall be completed over the entire length of the unit being surfaced from a given point of truck entry to the road, before the construction of the next course on that unit is commenced.

In so far as practicable, the surfacing materials shall be placed only at such times as the subgrade is dry and in suitable condition to receive them, and only with the permission of the engineer, shall any materials be delivered at times when the hauling of them would be detrimental to the subgrade or to surfacing previously placed.

Addition and Incorporation of Filler:

Following the depositing of the surfacing materials for a given course, there shall be spread over those materials such quantities of "Filler" material as the engineer may order. This filler material shall then be mixed with the surfacing materials, the mixing being accomplished by blading the materials (both the surfacing materials and filler materials,)back and forth across

the roadway, moving the materials first into windrows at the edges of the roadway, then into a windrow at the center of the roadway, then again into windrows at the edges of the roadway, and so on. This movement of the materials back and forth across the roadway shall continue until the filler materials are completely thoroughly and uniformly mixed with the surfacing materials. When that result is obtained, the materials shall be spread over the roadway in a uniform layer and there brought to proper crown and grade..

The filler materials herein referred to shall be of the kind and quality hereinafter specified under the head of "Filler." The quantity of filler to be used shall not exceed fifteen (15) per cent of the quantity of surfacing materials.

Blading and Dragging:

After the surfacing materials for a given course have had the filler materials mixed with them, and have been shaped to proper grade and crown as above provided, the contractor shall do such blading and dragging of the course as may be necessary to maintain it free from ruts and corrugations and true to the crown grade and surface to which it has been finished; and he shall continue such blading and dragging until the course is covered by the next course, or, in the case of the top course, until the whole of the surfacing is completed.

Trimming of Shoulders:

After the top course of the surfacing has been placed and compacted, the earth shoulders shall be leveled down, and the entire roadbed surface shall be made to conform to the cross-section indicated in the cross-section plan. If there be any excess of excavated materials, or, if any rock fragments or stones project above the level of the shoulders, such excess materials and rock fragments and stones shall be picked up and disposed of to the satisfaction of the engineer. All earth, stones, rocks and other matter that may come into the cut ditches as a result of the contractor's operations, shall be removed from the ditches and disposed of in a satisfactory manner.

Measurement and Payment:

Payment for the construction of surfacing as above specified, shall be made at the prices bid per cubic yard for "Sub-base Course Surfacing," "Base Course Surfacing," and "Top Course Surfacing." The quantity to be paid for at each price shall be the number of cubic yards of the respective class of surfacing material furnished and incorporated in the work.

Measurement shall be loose measure aboard trucks at the point of last loading.

The unit prices bid shall be understood to cover the preparation of subgrade, the furnishing, crushing, screening, hauling, spreading and compacting of materials, the trimming of shoulders, and all other work involved in the construction of the finished surfacing at the grade and to the cross-section indicated on the plans, and in accordance with these provisions, except as herein otherwise specifically provided.

MAINTENANCE MATERIALS

Kind and Quality of Materials:

The crushed gravel to be furnished for use by the State in connection with maintenance operations shall be crushed gravel which will conform in all respects with the specifications hereinbefore given for the kind and quality of crushed gravel to be used in the construction of crushed gravel surfacing.

Grades and Sizes of Materials:

Maintenance materials shall be of two sizes or grades, which sizes or grades will hereinafter be referred to as

"Base Course Maintenance Materials", and
"Top Course Maintenance Materials."

Base course maintenance materials shall be of the same size and grading as is hereinbefore specified for the base course crushed gravel to be used in the construction of the surfacing.

Top course maintenance materials shall be of the same size and grading as is hereinbefore specified for the top course crushed gravel to be used in the construction of the surfacing.

Place of Delivery:

The maintenance materials shall be stock-piled on such site in the vicinity of the work and easily accessible therefrom as the engineer may select. In his bid prices, the contractor shall contemplate the stock-piling of the materials on a site adjacent to the highway at a point approximately 1000 feet south of the north terminus of the project. In case the site finally selected by the engineer requires a longer or shorter haul from the contractor's source of material, an adjustment shall be made for the difference in haul at a rate of eighteen ($0.18) cents per yard mile, which adjustment shall be in favor of the contractor

if the amount of hauling is increased, or against the contractor if the amount of hauling is decreased. In computing the difference in haul, the difference in haul distance will be figured to the nearest one-tenth mile.

Preparation of Stock Pile Site:

The site for the stock piles shall be cleared and otherwise prepared in accordance with the instructions of the engineer.

The work involved in the preparing of the site will be considered "extra work," and will be paid for accordingly.

Height and Form of Piles:

The piles shall be not less than eight (8) feet in height, with side slopes not flatter than one and one-half to one. They shall be neat and regular in form, and they shall cover as small areas as practicable.

Separate piles shall be provided for each of the different grades of materials, and the piles shall be so arranged that there will be no possibility of the different grades becoming mixed.

Measurement and Payment:

For the furnishing, hauling and stock-piling of maintenance materials in accordance with the foregoing specifications, payment will be made at the prices bid per cubic yard for the following items:

1. Base Course Maintenance Materials
2. Top Course Maintenance Materials

Maintenance materials will be measured in the trucks at the point of last loading.

In case a change is made in the location of the stock pile site, which change increases or decreases the length of haul on the materials, an adjustment will be made as hereinbefore provided.

Reedsport Section #8

F I L L E R

Work to be Done:

Under this item the contractor shall furnish filler materials for incorporation with surfacing materials as hereinbefore described in the specification for surfacing construction.

Materials:

Materials for use as filler shall be clay or some other form of earth material possessing binding qualities. It shall be obtained from such sources as the engineer may designate.

Acquisition of Sources of Materials:

The State Highway Commission will acquire and make available to the contractor without charge, the right to take filler materials from the source or sources selected by the engineer, and the right to use such property adjacent thereto as may be required for hauling roads, development purposes, etc.

Measurement and Payment:

Payment for the furnishing and placing of filler will be made at the price bid per cubic yard for "Filler," which price shall be understood to include and cover the cost of excavating and loading the materials, and such part of the cost of incorporating the filler with the surfacing materials as is not included in other bid prices.

Payment for the hauling of the filler materials from the point of excavation to the point of deposit will be made at the price bid per yard mile for "Filler Haul," it being understood that the haul distance will be measured in half-mile units, fractional half-miles being allowed for as full half-miles.

In case it is necessary to strip overburden from the filler pit or pits, payment for such stripping will be made at the rate of twenty-five (25) cents per cubic yard, the number of cubic yards to be paid for to be determined by cross-section measurement of the overburden in original position. This pay item will be designated as "Stripping Filler Pits."

The pay quantities of filler will be determined by measurement of the materials in the trucks or other conveyances at the points of loading.

MISCELLANEOUS PROVISIONS

Early Completion of Sub-base:

The placing of the two courses of sub-base materials shall be completed by not later than October 31, 1928. The entire job shall be completed by not later than November 30, 1928.

Grading Work in Progress:

The attention of the contractor is called to the fact that at the time this contract is awardde, the grading of the roadbed which is to be surfaced hereunder is in progress but is not entirely completed. It will therefore be necessary for the surfacing contractor to conduct his operations in such manner as will best fit in with the operations of the grading contractor.

Truck Loads to be Leveled:

To enable accurate measurement of those materials which are to be measured in trucks, the materials in each truck load shall be struck off or otherwise brought to a level surface. This work shall be done by the contractor at the point at which the trucks are loaded.

Removal of Contractor's Equipment and Materials:

It is understood and agreed that the contractor is to promptly remove from the highway right of way and from the quarries, camp sites, stock pile sites and other property owned or controlled by the State, all equipment and material that he has placed thereon that is not to become the property of the State. It is further understood and agreed that any such equipment and material, including bunkers and rojected materials of all kinds that is not removed, as herein provided, within ninety (90) days of the date upon which all work to be done under the contract is completed, or within such longer time as may be agreed upon in writing between the contractor and the engineer, shall become the property of the State and may be used or otherwise disposed of by the State without obligation to the contractor or to any party to whom he may transfer title.

Gasoline Tax Refund:

It is understood that the prices bid by the contractor for the work to be done under this contract include the state tax on all gasoline, distillate and other motor fuels used in the performance of the work (including that used in shovels, pumps, compressors, and other equipment and machinery as well as that used in trucks), and it is agreed that if any refund of said state tax is received by the contractor or by his subcontractors or employes, the amount thereof shall either operate as a credit to the State on amounts due to the contractor under this contract, or shall be paid to the State by the contractor in cash.

ANNULMENT OF CONTRACT

The "Annulment of Contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and it shall be superseded by the following provisions:

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditor; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or instructions of the engineer; or otherwise be guilty of a substantial violation of any provision of the contract, then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days' written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractor's default, shall be certified by the engineer.

RIGHT OF COMMISSION TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the State Highway Commission, after three days' written notice to the contractor may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor.

FR 178-C

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 128-C

Post Office Building
Portland, Oregon.
November 28, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L. J. Caufield
L. J. Caufield
Highway Engineer

BR 138-C

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 128-C

Post Office Building
Portland, Oregon.
November 28, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

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Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

A4 fw 3823

Oregon Federal Aid Project No. 128, Section C.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 30, 1928, by the State Highway Commission of Oregon, and on July 20, 1928, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 128, Section C; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for Section C of said project to provide for the improvement of an extension thereto westerly to station 472+50 near the west city limits of Reedsport, and easterly to station 528+00, a point on Winchester Street near 8th Street in Reedsport, thereby increasing the length of said Section C from 0.0696 of a mile to 1.051 miles; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $20,042.00 to $39,850.25, and that the Federal funds approved and set aside to the credit of said Section C be increased from $12,476.14 to $24,798.81:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for Section C of said project be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of twenty-four thousand, seven hundred ninety-eight and 81/100 dollars ($24,798.81) as the share of the United States payable under said act on account of Section C of said project."

Article II shall read:

"Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 472+50 near the west city limits of Reedsport, and survey station 528+00, a point on Winchester Street near 8th Street in Reedsport, terminal points, a distance of 1.061 miles, known locally as the Roosevelt Coast Highway between Hebo and Coos Bay, Douglas County, being Section C of Oregon Federal Aid Project No. 128, consisting of 0.993 of a mile of roadway and one bridge of more than 20 ft. clear span 0.068 of a mile in length."

To Article III shall be added paragraph (d) to read:

"(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $19,808.25, Federal Aid $12,[illegible].67; one bridge, approved estimate $20,042.00, Federal Aid $12,472.14."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of twenty-four thousand, seven hundred ninety-eight and 81/100 dollars ($24,798.81), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-nine thousand, eight hundred [illegible]ty and 25/100 dollars ($39,850.25), the approved total estimated cost of Section C of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 24th day of October, 1928, and the Secretary of Agriculture on the 16th day of November, 1928.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 128, Section C.

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS RE PROJECT NO. 112

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 472+50 near the west city limits of Reedsport, and survey station 528+00, a point on Winchester Street near 8th Street in Reedsport,

locally known as the Roosevelt Coast Highway between Haho and Coos Bay, Douglas County, and designated in the records of this Department as Project No. Section C of 128, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 39,880.25 in lieu of the $12,476.14 approved by Certificate of March 27, 1928, as the total estimated cost of said project, and the sum of $ 24,798.81/ Section C of as the share of the United States, payable under said acts on account of such project, which does not exceed authorized Federal pro rata share the/ per cent of said total estimated cost.

Done at the city of Washington, this 16th day of November one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Secretary of Agriculture.

By

GOVERNMENT PRINTING OFFICE 8—4830

Stencil No. 123

128-C

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please
refer to File No. Ore. 128-C

Post Office Building,
Portland, Oregon,
November 16, 1928.

RECEIVED
NOV 17 1928
OREGON
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an approved copy of the estimate dated September 19, 1928, which has been used as the basis of the project agreement.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

JWN

#1032
1084

PR 1-8C

November 20, 1928

United States Fidelity & Guaranty Company,
C. C. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1032 for the construction of a bridge over Seefield River on the Roosevelt-Coast Highway in Douglas County has been completed by Lillebo & Ash, and that final settelement will be made by the State with said contractors for work done under said contract on or after November 30th, 1928.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice as served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $24,907.60 including the final payment which is $2,647.36. Of the above total amount $66.00 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

R. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#1050
108I-1

PR 12PC

November 13, 1928

Fidelity & Deposit Company of Maryland,
Cyril G. Brownell, Agent,
250½ Third Street,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1050 for the Construction of the Reedsport Section of the Roosevelt-Coast Highway in Douglas County consisting of 1.00 mile of surfacing has been completed by the contractor F. J. Kernan and that final settlement will be made by the State with said contractor for work done under said contract on or after November 23rd, 1928.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as Surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor including the final payment will be $9,748.14.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dist. by J. McFarland.

#1046
Douglas Co

PR 128c

November 5, 1928

Fidelity & Deposit Company of Maryland,
R. H. Finney, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1046 for the construction of the Reedsport Section of the Roosevelt-Coast Highway in Douglas County consisting of 1.06 miles of grading has been completed by the contractor, Frank M. Ellis, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 15th, 1928.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract including the above final payment will be $9,055.09.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. D. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

FR 128

October 16,1928

Mr. F. J. Kerman,
Reedsport, Oregon.

Dear Sir:

Enclosed herewith please find executed copy of contract No. 1050 covering 1.00 mile surfacing of the Reedsport Section in Douglas County on the Roosevelt Coast Highway which contract was awarded to you by the State Highway Commission on August 14, 1928.

This copy is for your records and files.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

Form 39—A-1861—2M—7-28.

PR 128C

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

State Highway Engineer

Date Oct 20, 1928

Job Name Redport

Week from Oct 14 to 20

Mail Address Winchester Bay

Highway Coastal

Telegraph or Telephone Address "

County Coos Job Prefix

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Kirman started Tue Tues 16th Wed 17th Thurs 18th Sat 20th 5996 Yds

Sta 506 to 476 and street intersections which

completed this job.

NOTE

J. S. SAWYER

RECEIVED

OCT. 5 1928

OFFICE OF

DIVISION ENGINEER

DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed J. P. Whitmore

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 1.00

Miles completed 1.00

Miles partially done .....

Average daily yardage placed this week 100

Average daily yardage necessary to complete on time .....

Contractor's average force for week 10 *men,*

Tractor & blade *teams,* 3 *trucks*

Percentage of total required yardage now in place 100

Surfacing will be completed about Completed

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 1 PJ - 1 *Percentage* 50

Other jobs 10 PG *Percentage* 50

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PR128C

Oct. 10, 1928

F. J. Lorman
Reedsport, Ore.

Gentlemen:

Dear Sir:

Replying to yours of the 9th instant concerning your copy of the contract awarded to you by the Highway Commission for the surfacing of the Reedsport Section, Contract no. 1050, wish to say that this will be sent you in a few days. The contracts have all been fully executed and are now in the hands of the attorney for approval.

The attorney has been out of the office for the last week or ten days which is the reason that approval has been delayed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

Reedsport, Oregon,

Oct. 9, 1928.

Oregon State Highway Commission,

Salem, Ore.

Gentlemen: Att. Mr. Klein:

Some time ago, Brownell-Slocum Bonding Co. of Portland mailed you signed copies of my Reedsport contract #1050.

To date, I have not received my copy of this contract. Will you kindly look into this matter please and forward my copy to me. This job is nearly completed and, as yet, I have not received my copy.

Very truly yours

F.J. KERNAN

FJK:DK

ANSWERED
H. B. G.

Sept. 19, 1928.

FR 128-C

Bureau of Public Roads,
Box 5000
Portland, Oregon.

Gentlemen:

Please find enclosed herewith six copies of estimate as basis for modified agreement covering the Bohemia River Bridge Section, Oregon Project 128-C, which has been revised to include the grading and surfacing of the Reedsport Section.

Under separate cover we are also sending five sets of revised plans covering the Reedsport Section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:By J. W. Nash/AP

Oregon State Highway Department — Project No. 128-C

SCHOFIELD RIVER BRIDGE SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for modified agreements. Based on contract prices. Revised to include Reedsport Section.)

Sept 19 1928

Schofield River Bridge

4,200 lin.ft	Cedar Piling	$ .80	$3,360.00
44 M-FBM	Lumber and Timber	60.00	2,640.00
270 lin.ft	Trestle Superstructure	16.00	4,320.00
65,000 lbs	Structural Steel	.06	3,900.00
All Required	Removal of Old Bridge, etc.		4,000.00
	Sub-total		$18,220.00
	10% Engr. & Cont.		1,822.00
	Total		$20,042.00

Length of Structure 0.037992 Mile
Cost per Mile $294,769.97

Reedsport Section, Grading

All Required	Clearing & Grubbing		$ 50.00
19,000 cu.yds	Excavation, Single Classification	.38	7,220.00
19,000 cu.yds sta.	Overhaul	.05	950.00
5,300 yd.mi	Trunk Haul	.20	1,060.00
90 lin.ft	6" Porous Drain Tile	.35	31.50
100 lin.ft	12" Concrete Pipe	.90	90.00
70 lin.ft	18" Concrete Pipe	1.95	136.50

Reedsport Section, Surfacing

2,200 cu.yds	Sub-base Course Surfacing	$ 2.10	$ 4,620.00
950 cu.yds	Base Course Surfacing	2.10	1,995.00
650 cu.yds	Top Course Surfacing	2.25	1,462.50
560 cu.yds	Filler	.40	224.00
840 yd.mi	Filler Haul	.20	168.00
	Sub-total		$18,007.50
	10% Engr. & Cont.		1,800.75
	Total		$19,808.25

Length of Project 1.051 miles, Gross
" " " 0.988 miles, exclusive of Schofield Bridge

Cost per mile, including Schofield Bridge $ 37,916.60
Cost per mile, excluding Schofield Bridge 20,150.81

15051.44

State Funds Available $15,045.47 6223
Federal Aid Requested $24,806.78 (62.25%)

24798.81

$ 39,850.25

S U M M A R Y

Items	Estimated Cost	Federal Aid	
Schofield Bridge	$ 20,042.00	$12,476.14	12472.14
Roadway	19,808.25	12,330.64	12326.67
	$ 39,850.25	$24,806.78	24798.81

State Funds for Constr. Chapter 175, Laws 1917; Chapter 31, Laws 1920

" " " Maint. Res. Aug. 15, 1917; Chapter 237, Laws 1917.

Form 39—A-1861—3M—7-28.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

PR 128C

NOTED
J. S. SAWYER

Date Sept 15, 1928

Job Name Reedsport Grading

Week from " 9 " 15

Highway Roosevelt Coast

Mail Address Winchester Bay

County Douglas Job Prefix 107 I

Telegraph or Telephone Address " "

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Bullis grading with 2 yd shovel & trucks and cat tractor + blade & fresno. Shovel in cut south of Scofield Bridge on Winchester Ave.

Started to rain during Mon-Tues night & rained all day Tues and was too wet hard to work. Bullis started grading again Thurs afternoon. Lost 2½ days acct rain

Closed the detour temporary bridge to traffic Mon Sept 10 and made connection to detour road from the new bridge & grade.

SEP 19 1928

(See back of this sheet for instructions and detailed information.)

Signed P P Whitmore

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project 1.06

Miles completed 0.4

Miles completed except finishing 0.6

Miles covered by contractor's forces 1.06

Miles cross-sectioned 1.06

Miles cross-sections completed and checked 1.06

Miles to be remeasured .06

Number men in Engineering Party 2

Contractor's average force for week 10 men,

5 trucks teams, 1 gas steam shovels

Cat tractor & fresno & blade

Grading work will be completed about Sept 30

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number of men in Engineering Party

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10P1 Percentage 50

Other jobs 10PG Percentage 50

Other jobs Percentage

Other jobs Percentage

Form 39—A-1861—2M—7-26.

STATE HIGHWAY DEPARTMENT

PR 128 C

FIELD ENGINEER'S WEEKLY REPORT

Started work this job Sept 11th

Job Name Reedsport Surfacing

Highway Roosevelt Coast

County Douglas Job Prefix 10P1-1

Date Sept 15 1928

Week from Sept 9 to 15

Mail Address Winchester Bay

Telegraph or Telephone Address " "

Express and Freight Address Reedsport

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Kenyon hauled sub base from SPRR south Sta 530 to 517 Tues & Wed the 11th & 12th 608 Cu yds

Working on other job 10PG rest of week

RECEIVED
SEP 19 1928

(See back of this sheet for instructions and detailed information.)

Signed P P Whitmore

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 1.00

Miles completed 0

Miles partially done 0.25

Average daily yardage placed this week 100

Average daily yardage necessary to complete on time 75

Contractor's average force for week 10 men,

tractor + blade teams, 3 trucks

Percentage of total required yardage now in place 14

Surfacing will be completed about Nov 30-28

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10P1-1 Percentage 33

Other jobs 10PG Percentage 66

Other jobs ..... Percentage .....

Other jobs ..... Percentage .....

We dope
for
R 128

September 8, 1928.

Mr. F. J. Karnan,
Reedsport, Oregon.

Dear Sir:

We are sending you today by express four copies of the contract No. 1050 awarded to you by the State Highway Commission covering 1.00 mile surfacing, Reedsport Section of the Roosevelt Coast Highway in Douglas County.

Will you please execute all four copies as to agreement and bond and return all copies to this office for completion by the Highway Commission. When this is done we will see that you are furnished an executed copy for your files. We will also send a copy to the surety appearing on your bond.

Your attention is called to the paragraph on page 7 of this contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

State Highway Engineer.

KI

FORM S-L-2 C-8048 1000 6-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR128C

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

September 6, 1928.

RECEIVED
SEP 7 1928
OREGON
STATE HIGHWAY COMMISSION

Mr. R. A. Klein,

State Highway Commission,

Salem, Oregon.

Dear Sir:

I approve the letting of the Reedsport section job to F. J. Kernan on the basis of your letter of September 4th.

Very truly yours,

Robert W Sawyer

September 4, 1928.

Members of the Highway Commission.

Gentlemen:

At the August 14th meeting of the Commission, two bids were received for the surfacing of the Reedsport Section of the Roosevelt Coast Highway in Douglas County, being approximately one mile in length and including some maintenance materials. The low bid by F. J. Kernan was $12,745.00 and the second by the Reedsport Tow Boat Company amounted to $12,920.00, both of these bids being in excess of the engineer's estimate, which was $8,127.00, were rejected. The project was ordered readvertised at the next meeting of the Commission.

Since then, we have talked with both of these bidders, and the Reedsport Tow Boat Company advises that they will not bid again. That is probably true, since they do not have any crushing outfit and their first bid was based on the theory of putting in a crushing outfit and accordingly was high.

Mr. F. J. Kernan was in the office this morning and is very desirous of securing this work to be handled in conjunction with his other contract. He has filed with me a new bid which reads as follows:

Sub-base Course Surfacing	2,200 cu. yds.	$2.10	$4,620.00
Base Course Surfacing	950 cu. yds.	2.10	1,995.00
Top Course Surfacing	650 cu. yds.	2.25	1,462.50
Base Course Maintenance Matls.	100 cu. yds.	1.90	190.00
Top Course Maintenance Matls.	400 cu. yds.	2.05	820.00
Filler	560 cu. yds.	0.40	224.00
Filler Haul	840 yd. mi.	0.20	168.00
			$9,479.50

For the sake of comparison, I am quoting Mr. Kernan's former bid:

Sub-base Course Surfacing	2,200 cu. yds.	$2.85	$4,270.00
Base Course Surfacing	950 cu. yds.	2.85	2,707.50
Top Course Surfacing	650 cu. yds.	2.85	1,852.50
Base Course Maintenance Matls.	100 cu. yds.	2.85	285.00
Top Course Maintenance Matls.	400 cu. yds.	2.85	1,140.00
Filler	560 cu. yds.	.50	280.00
Filler Haul	840 yd. mi.	.25	210.00
			$12,745.00

I would recommend that the Commission accept this present bid of Kernan rather than readvertise. There seems to be no other competition available. We checked up on the possibility of shipping in Powers gravel from the Coquille river, but the freight rate puts it out of competition even with Kernan's former bid, and I do not think any possible freight reduction would bring it within reach of these latter figures.

The next meeting not coming until September 25th makes it rather late to begin a surfacing contract on the coast, even though it is fairly short. Some of the grading has now been done on this job, and as it is in the city streets, conditions will be rather bad after the fall rains without surfacing. If the Commission authorizes the award to Kernan on these revised figures, I am sure that the work could be started two weeks in advance of the date which it would be begun after an award as a result of advertising.

Please advise me your wishes in this matter at your very early convenience.

Very truly yours,

State Highway Engineer.

RAK:NI

September 8, 1928.

I saw Mr. Van Duzer at his office in Portland on September 5th and he was agreeable to the award of this contract to Kernan on his new bid. A letter was received from Commissioner Sawyer stating his willingness to award the contract on the basis of Kernan's new bid. Not hearing from Commissioner Gates, I called him on the telephone Saturday, September 8th, and he stated that he was willing to award the contract to Kernan on his new bid.

R.A.K.

Com Gates advised his approval of the award by telephone.
Award confirmed see minutes Sept 25'28

Form 39—A-1861—2M—7-26.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

State Highway Engineer

Date ..... August 1928

Job Name ..... Baker - Encina .....

Week from ..... Aug 12 ..... to ..... 18 .....

Mail Address ..... Hunnewell Ore .....

Highway ..... Baker - Encina .....

Telegraph or Telephone Address ..... " .....

County ..... Baker ..... Job Prefix ..... E .....

Express and Freight Address ..... Unionet .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Finish Station Grade on Baker - Encina
Hwy. Also finish Gravel Surface on
Hwy. Gravel Surface is 14 ft wide
Haul Road Maintained
Length of Haul Road Surfaced 520
Feet

(See back of this sheet for instructions and detailed information.)

Signed ..... O. P. Hutchinson .....

Title ..... Resident Engineer .....

GRADING CONSTRUCTION

Total miles of grading on project 1.06

Miles completed 0

Miles completed except finishing

Miles covered by contractor's forces 1.06

Miles cross-sectioned 1.06

Miles cross-sections completed and checked .6

Miles to be remeasured .2

Number men in Engineering Party 2

Contractor's average force for week 10 men,

3 tractors teams, 1 steam shovels

Grading work will be completed about Oct 30 1928

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Surfacing will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job 10 P1 Percentage 50

Other jobs 10 P G Percentage 50

Other jobs Percentage

Other jobs Percentage

P.R. & E.A. 128-C

August 2, 1938.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing four sets of special provisions and typical sections covering the surfacing of the Needsport Section, Oregon Project 128-C.

We are also enclosing six copies of the estimate and unit price analysis. Bids for this work will be opened August 14.

Very truly yours,

ROY A. ELLIS
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Oregon State Highway Department — Project No. 122-C

REEDSPORT SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate with surfacing specifications. Not as basis for Modified Agreement.)

Salem, Oregon, August 2, 1928.

2,200 cu.yds	Sub-base Course Surfacing	$2.10	$ 4,620.00
900 cu.yds	Base Course Surfacing	2.10	1,890.00
650 cu.yds	Top Course Surfacing	2.20	1,365.00
5,000 cu.yds	Filler	.30	1,500.00
5,400 cu.yds	Filler Haul	.30	1,620.00
			$11,340.00
			1,134.00
			$12,474.00

Gross Length of Project 1.129 miles
Net Length of Project 1.081 miles

Cost per mile, net length $ 11,756.83

State Funds Available	$ 4,708.94
Federal Aid Requested	7,765.06
	$12,474.00

UNIT PRICE ANALYSIS

Set up and Crushing	$ .80
Scow and transfer into trucks	.45
Hauling(1.5 M at $ .25)	.38
Placing and Finishing	.20
	$1.83
15% Profit	.27
Est. Bid Price	$2.10

PR 128-C

PR# 128-C

July 30, 1928.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of estimate as basis for modified agreement on the Schofield River Bridge Section of the Roosevelt Coast Highway in Douglas County, Oregon Project 128-C.

This estimate has been revised to include the grading of the Reedsport Section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Encl.

Oregon State Highway Department — Project No. 128-C

[illegible] RIVER BRIDGE SOUTH OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for Tentative Agreement. Based on Contract Prices. Revised to include Roadway Grading.)

Salem, Oregon, July 30, 1928

SCHOFIELD RIVER BRIDGE

4,000 lin.ft	Cedar Piling		.80	$ 3,200.00
44 M-FBM	Lumber and Timber		60.00	2,640.00
270 lin.ft	Trestle Superstructure		16.00	4,320.00
66,000 lbs	Structural Steel		.06	3,960.00
All Required	Removal of Old Bridge, Etc.			[illegible]
		Sub-total		[illegible]
		10% Engr. & Cont.		[illegible]
		Total		$30,041.36

Length of Structure 0.067992
Cost per mile $ 294,769.37

ROADWAY GRADING

All Required	Clearing and Grubbing		$ 80.00
10,000 cu.yds	Excavation, Single Classification	.98	7,200.00
10,000 cu.yds	Overhaul	.08	800.00
5,100 yd.mi	Grade Haul	.20	1,020.00
90 lin.ft	6" Perous Drain Tile	.35	31.50
100 lin.ft	12" Concrete Pipe	.90	90.00
70 lin.ft	18" Concrete Pipe	1.95	136.50
	Sub-total		$9,358.00
	10% Engr. & Cont.		[illegible]
	Total		$10,293.80

Length of Project 1.129 miles, gross
" " " 1.061 miles, exclusive of Schofield Bridge

Cost per mile, including Schofield Br. $ 270,449.96
" " " excluding " " 9,882.40

State Funds Available $ 11,286.81
Federal Aid Requested 19,007.89 (62.25%)
$ 30,533.80

SUMMARY

Items	Estimated Cost	Federal Aid
Schofield Bridge	$ 20,048.00	$12,478.14
Roadway	10,481.80	[illegible]
	$ 30,533.80	$19,007.89

State Funds for Construction - Chap. 175, Laws 1917; Chap. 31, Laws 1920
" " " Maintenance - Exec. Augs. 15, 1917; Chap 257 Laws 1917.

PR# 128-C

July 30, 1928.

PR 128-C

Bureau of Public Roads,
Box 2900
Portland, Oregon.

Gentlemen:

In accordance with the request in your letter of July 26, there is being sent to you today under separate cover four blue print copies of the project statement map, Oregon Project 128, which has been revised to include section "C".

In reference to the second paragraph of your letter regarding the copies of the approval of the War Department to build the Schofield Bridge, these copies are being prepared by our Bridge Department, and will be forwarded to you directly by them.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. Mach/AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.-----

POST OFFICE BUILDING.
PORTLAND, OREG.
July 26, 1928

RECEIVED
JUL 27 1928
OREGON
STATE HIGHWAY COMM.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project 128, Section C, the Reedsport section of the Roosevelt Coast Highway. At the time Project 128 was submitted the sketch map showed the project ending at the west city limits of Reedsport. We are now in receipt of a request from our Washington Office that a revised sketch map be submitted so as to include the additional length covered by Section C. Will you please furnish us with four copies of revised sketch map?

Referring to the Scofield Bridge, under date of April 7th you forwarded us a letter from the Chief Engineer of the War Department granting permission to build the bridge. Before the project agreement can be executed, it will be necessary that we be furnished with four copies of the War Department approval and it is requested that these copies be sent us with the sketch maps.

Yours very truly,

W. H. Lynch
District Engineer

#032

NOTED
State Highway Engineer

PR128C

Reedsport, Oregon.

July 16, 1928.

Mr. Roy Klein,
Salem, Ore.

Dear Sir:

I am enclosing copy of a letter that I have written today to Mr. Olds. Same is self-explanatory.

Olds and I bid the Schofield Bridge job together and I furnished the pile driver for the job and lived up to my agreement and lost money on the deal. Olds has collected the money, for the job, from Lillabo & Ash and given me nothing.

I would like to tie up the estimate of Lillabo and Ash but do not want to start any action that will cause you or the State Highway Commission any trouble. I do not like to have any one try to tie up my estimate but I surely do not like to be beaten by a sharker like Olds.

Please advise me as to the above and same will be appreciated.

Very truly yours,

F.J. KERNAN

FJK:MK

Reedsport, Ore.

July 16, 1928.

Mr. O. Olds, Jr.
Oak Grove, Ore.

Dear Sir :

According to our agreement on the Schofield Bridge, we were to bid this job on the fifty-fifty basis, fifty-fifty on profits and losses. I was to furnish the equipment and you were to do the work and carry the bond.

You knew I was going to bid on this job when you came to Reedsport as you used my plans and specifications an check the job.

When we got the job, it was understood that we would sell it to Lillabo & Ash and split the profits. You collected your part of the profits and you said you would not try to collect on the demand note from Lillabo and Ash but that would be my share of the profit. However, you have collected on this note and I have not heard from you.

I agreed to furnish the equipment on this job, which I did, and I have pulled out with a loss on my pile driver.

If you do not turn over my fifty percent of this profit within the next five days I shall start action.

Kindly let me hear from you at once.

Very truly yours,

F.J. KEENAN

FJK:DK

PR 128C

Corvallis Ore. July 26 1928

Ray A. Kline
Highway engnr
Salem Ore.

RECEIVED
JUL 27 1928
OREGON
STATE HIGHWAY

Dear Sir.-

In ugard to the Rudeport Roswelt coast highway section Dugla's Co. I would like to know if thyhave the righ away settled, as I was low bidder and would like to know when the contract will be awarded Hoping to hear from you imediatly. Thanking you in advance for all favors

yours Respectifully
Frank M. Bullis
443 N 2nd
Corvallis Ore.

Contract sent 7/28/28

No reply

PR 128C

PR128C

July 25,1928

Mr. Frank M. Ellis,
445 N. 2nd St.,
Corvallis, Oregon.

Dear Sirs

We are sending you today by express four copies of contract No. 1065 awarded to you by the State Highway Commission on July 10th,1928, being for the grading of 1.06 miles of the Reedsport Section of the Roosevelt Coast Highway in Douglas County.

Please execute all four copies of to agreement and bond and return them to this office for completion by the Highway Commission. When this is done we will see that you are furnished an executed copy for your records and files and will also furnish a copy to the surety appearing on your bond.

Your special attention is called to the paragraph on page 7 of this contract relative to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:ZB

8-D Change by Bureau to PR-1 & 2 C.

July 2, 1928.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans of the Reedsport Section of The Roosevelt Coast Highway, Oregon Project 128-D.

We are also sending you today one roll of original cross-sections, for this section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. Nash/AP

Encl.

Oregon State Highway Department — Project No. 128-D

REEDSPORT SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate with plans. Not on basis for project agreement.)

Salem, Oregon, July 2, 1928.

All Required	Clearing and Grubbing		$ 200.00
19,000 cu.yds	Excavation, Single Classification	.40	7,600.00
19,000 yd.sta	Overhaul	.05	950.00
5,300 yd.mi.	Truck Haul	.40	2,120.00
90 lin.ft	6" Perous Drain Tile	.30	27.00
100 lin.ft	12" Concrete Pipe	1.50	150.00
70 lin.ft	18" Concrete Pipe	2.50	180.00
		Sub-total	$11,227.00
		10% Engr. & Cont.	1,123.70
		Total	$12,350.70

Length of Project - 2.128,782 miles, gross

Length of Project - 1.966782 miles, net

Cost per mile - net length $11,888.89

State Funds Available	$ 4,656.17
Federal Aid Requested	7,694.53
	$ 12,350.70

State Funds for construction, Chapter 178, Laws 1917; Chapter 31, Laws 1920.
" " " maintenance , Resolution August 17, 1917; Chapter 237, Laws 1917.

PR128D

June 28, 1928.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We sent to you yesterday four blue print copies of the plans for federal aid project 128-D, which project is the grading of what we call the Reedsport Section of the Roosevelt Coast Highway.

It is noted that on the plans which were sent to you the number of the project is indicated as 128-A, Section C. We presume that the correction of this error can be made in your office and that it will not be necessary for us to prepare an additional set of copies for you. In case this arrangement is not satisfactory, please let us know.

We do not have at hand the necessary data for the preparation of an estimate to accompany the plans for this project, but we expect to be able to forward such an estimate within the course of the next day or two.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

SHP:AP
Encls.

Gardiner Ore 2/19/28 PR 128 R

U.S.H. Foert
Office Engineer
Salem Oregon

Dear Sir.

Under separate cover I am sending you the platted cross-sections for the Reedsport Connection Section on the Roosevelt Coast Highway showing the sections on the center line and street connections.

Very truly yours
L. E. Roberts

RECEIVED
JUN 24 1928
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

IN YOUR REPLY REFER TO

PR 3
128-C

July 3, 1926.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 8900
Portland, Oregon.

Dear Sir:

We are returning to you herewith the three copies of the project agreement for the Schofield River Bridge, federal aid project No. 128-C. All three copies have been signed by the State Highway Commissioners.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

EHP:AP
Encls.

...RTMENT OF AGRICU...

...UREAU OF PUBLIC ROADS

DISTRICT No. 1.

POST OFFICE BUILDING.
PORTLAND, OREG.

...PLEASE
...TO FILE No. Ore. F.A.P. 125-C

Mr. Roy Klein,
State Highway Commission,
Salem, Oregon.

Dear Sir:

We enclose herewith for execution by the State Highway Commission and return to this office, three copies of Proposed Project Agreement for Oregon Federal Aid Project No. 125, Section C, Schofield Bridge, Roosevelt Coast Highway.

NOTED
State Highway Engineer

Very truly yours,

W. H. LYNCH
District Engineer.

Enclosure

#1032-

FORM S-5-1 S-7782 4000 2-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

Douglas Co

PR 128 C

OREGON STATE HIGHWAY COMMISSION

SALEM

May 29, 1928.

IN REPLY PLEASE
REFER TO FILE NO.

Hon. Sam A. Kozer
Secretary of State
Building.

Dear Sir:

I am herewith forwarding for your files, a copy of a general assignment of contract No. 1032 from O. M. Olds, the original contractor, to Lillebo & Ash of Reedsport, Oregon, who are taking over the entire conduct of the contract, together with the payments becoming due.

This is to advise that it is our intention to draw vouchers directly in favor of Lillebo & Ash, Reedsport, Oregon, beginning with estimate No. 1.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS CGL
cc H. B. Glaisyer, Office.

PR 128C

WESTERN WHITE CEDAR CO.

CARAMEL
FOREIGN

MARSHFIELD, OREGON

April 24, 1928

Western White Cedar Company,
305-12 American Bank Bldg.,
Marshfield, Oregon

Attention: E. S. Downing

Gentlemen:

Replying to your letter of the 22nd instant concerning the contract of Littlebo & Ash for the construction of a bridge over Schofield Creek near Reedsport, wish to say that it is our understanding that Littlebo & Ash have sub-contracted the work from the original contractor, Mr. O. M. Olds.

This contract was awarded to O. M. Olds by the State Highway Commission on March 27th, 1928. Mr. Olds furnished the Highway Commission with a bond that was written by the U. S. Fidelity and Guaranty Co., C. O. Price, Manager, Porter Building, Portland. This bond is furnished for the protection of labor and material claims and all just debts, dues and demands incurred against the project, which we believe covers the furnishing of lumber, such as your claim will no doubt amount to. The amount of the bond is $18,220.00.

We are not advised, but we presume that Littlebo & Ash have furnished Mr. Olds with a surety bond for Mr. Olds' protection. If this is the case then you would have recourse against that bond as well as the bond furnished the State by Mr. Olds.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Claiyer
Chief Clerk

HBC:S

WESTERN WHITE CEDAR CO.

305-12 AMERICAN BANK BUILDING
Marshfield, Oregon

PORT ORFORD WHITE CEDAR
LOGS, LUMBER AND POLES

April 23, 1928

ALL AGREEMENTS ON OUR PART ARE SUBJECT TO DELAY RESULTING FROM CAUSES BEYOND OUR CONTROL, INCLUDING STRIKES, FLOODS, ACCIDENTS, DETENTION OF STEAMERS, ETC.

Oregon State Highway Commission,
Salem, Oregon.

RECEIVED
APR 24 1928
STATE

Gentlemen :

We have recently quoted Port Orford White Cedar Lumber for the contruction of a bridge at Scofield Creek near Reedsport and among other contractors to whom we quoted was the firm of Littlebo & Ash, Reedsport, Oregon.

These gentlemen now inform us that they have the contract covering thisbridge and they wish to purchase from us the Port Orford Cedar Lumber, totalling $6,000.00.

We would appreciate it very much, indeed, if you would advise us by return mail, if possible, whether the bond you will take from these contractors will protect the material man.

Awaiting your information on this subject, for which we thank you in advance, we are

Yours very truly,

WESTERN WHITE CEDAR CO.

By E. S. Downing.

#1032

ESD/AT

ANSWERED
H. B. G.

FF FF PIR 128

April 18th, 1928

Mr. O. M. Olds,
Oak Grove, Oregon.

Dear Sir:

Enclosed herewith please find fully executed copy of contract No. 1052 awarded to you by the State Highway Commission covering construction of the Schofield River bridge near Reedsport on the Roosevelt Coast Highway in Douglas County.

This copy is for your records and files.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. E. Claisyer
Chief Clerk.

HEC:JS

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

April 6, 1928

PR 128 C

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the Schofield River Bridge which you have designated as 128A-Section B.

For your information, we are changing this to 128-Section C, so that a new project agreement will be drawn instead of a modification of 128-Section A. We believe that this will meet with your approval.

Very truly yours,

W. H. LYNCH
District Engineer

Noted Jwos
E.C. to Bridgel
4-7-28

OREGON
STATE

PORTLAND 104 11-17-27
R. HOWARD BLAND, PRESIDENT.

CAPITAL PAID IN CASH $ 7,500,000.

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
82 6TH STREET

BROADWAY 2830

PR 128 C

PORTLAND, ORE.,

April 5, 1928.

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

Referring to Contract No. 1032 recently awarded to O.M. Olds for construction of bridge over the Schofield River near Reedsport on the Roosevelt Coast Highway in Douglas County, Oregon; we have executed the bond to guarantee the performance of this contract and we are sending you herewith four copies of the specifications, contract and bond which we trust are found acceptable.

In due time will you please furnish us with one copy of these papers for our records.

In this connection we wish to say further, that this afternoon we gave to Mr. Olds, written consent of this Company to his assignment of the contract to the firm of Lillebo & Ash, which will no doubt be presented to you at an early date.

Yours very truly,

C. O. Price

COP*LG

MANAGER

enc

rec'd 4/6/28

April 4, 1928.

P.R.128 C

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Schofield River Bridge, Oregon Project No. 128-A, Section B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeYoung/AP

Encl.

Oregon State Highway Department Project 128A-Section E

SCHOFIELD RIVER BRIDGE ON THE ROOSEVELT COAST HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for Project Agreement. Based on contract prices.)

Salem, Oregon, April 4, 1928

4,200 lin.ft.	Cedar Piling	$ .80	$ 3,360.00
44 M-FBM	Lumber and Timber	60.00	2,640.00
270 lin.ft	Trestle Superstructure	16.00	4,320.00
65,000 lbs	Structural Steel	.06	3,900.00
All Required	Removal of Old Bridge, Etc		4,000.00
		Sub-total	$18,220.00
		10% Engr. & Cont.	1,822.00
		Total	$20,042.00

Length of Structure 0.037992

Cost per mile $ 294,759.97

State Funds Available	$ 7,565.86
Federal Aid Requested	12,476.14
	$20,042.00

State Funds for Construction - Chapter 175, Laws 1917; Chapter 81, Laws 1923

" " " Maintenance - Res. Aug. 17, 1917; Chap. 237, Laws 1917.

JOHN KIERNAN, PRESIDENT & MANAGER — C. S. ATKINSON, SALESMANAGER — RUSSELL J. HUBBARD, VICE PRESIDENT

NOTED
State Highway Engineer

WINCHESTER BAY LUMBER COMPANY

MANUFACTURERS

SPRUCE AND FIR LUMBER PRODUCTS

MILL AT REEDSPORT, OREGON

REEDSPORT, OREGON
April 3, 1928

PR 128 C

Mr. Roy Klein,
State Highway Engineer,
Salem, Oregon.

My dear Mr. Klein:

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL AGREEMENTS CONTINGENT UPON THE ACTS OF GOD, RIOTS, STRIKES, LOCK-OUTS, FIRES, FLOODS, ACCIDENTS, INABILITY TO SECURE CARS, TRANSPORTATION OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.

Mr. Tom Lillebo, associated with Mr. Sig Ash under the name of Lillebo and Ash, Contractors, of Reedsport, has requested us to write to you in regard to their standing in this community and ability.

Mr. Lillebo and Mr. Ash have been associated together in the building and general construction business in this part of the country for the past ten years. During the past few years they have purchased considerable lumber from our company and have always met their obligations promptly.

To the best of our knowledge they have always performed work in an acceptable way and we have never heard any complaint against either one of them. We have always considered them a good financial risk, as they have always taken care of their obligations to this company.

I understand they have under consideration taking a sub-contract from the successful bidder for the construction of a bridge across the Schofield river in Reedsport.

Yours very truly,

WINCHESTER BAY LUMBER CO.

By R J Hubbard

RJH:RB

April 3, 1928.

FE 128-B
Sec. B

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost for the Schofield River Bridge on the Roosevelt Coast Highway in Douglas County.

In accordance with the understanding gained from Mr. Davis, while in this office recently, we are designating this structure as Sec. B of Project 128-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prisbert
Office Engineer

Dict by J. W. DeSousa
Encls.

Oregon State Highway Department — Project No. 128-A-[illegible]

SCHOFIELD RIVER BRIDGE ON THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate with plans. Not as basis for project agreement.)

March 26, 1928.

4,200 lin.ft	Cedar Piling	$1.00	$ 4,200.00
44 M-FBM	Lumber	50.00	2,200.00
570 lin.ft	Trestle Superstructure	35.00	4,230.00
65,000 lbs	Structural Steel	.07	4,550.00
All Required	Removal Old Bridge, Etc.,		1,000.00
	Per Comparison of Bids		$19,248.00
	10% Engr & Cont.		1,924.80
			$21,272.80

Length of Structure - 0.067992

Cost per mile - $312,872.10

State Funds Available	$ 8,508.12
Federal Aid Requested	12,763.68
	$21,272.80

~~PR 128 A~~

April 2nd,1928

128 C.

Mr. C. M. Olds,
Oak Grove, Oregon.

Dear Sir:

There is being sent you today by express four copies of contract #1032 awarded to you by the State Highway Commission on March 27th, covering construction of a bridge over the Schofield River near Reedsport on the Roosevelt Coast Highway in Douglas County.

Please execute all four copies as to agreement and bond and return all copies to this office for execution by the Highway Commission. When this is done we will furnish you an executed copy and also send a copy to the surety on your bond.

Your special attention is called to the paragraph on page 10 of this contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. H. Glaisyer
Chief Clerk.

HHG:JS

CONTRACT# 1033, 1069,
1112,

PR 117-B Springfield Bridge 1927-1930

1033, 1069, 1112

#1112
Lane Co.
PP 11/B

February 18, 1930

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1112 for the construction of an addition to the Willamette River Bridge at Springfield on the McKenzie Highway in Lane County has been completed by the contractors, Hazgreaves & Lindsey, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 1st, 1930.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract and which will include the above final payment will be $18,629.22. Of this amount $848.71 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claisyes,
Chief Clerk.

Dict. by J. McFarland.

DEDICATION

New Springfield Bridge

Saturday, December 7th, 1929

PROGRAM

12:00.—Banquet at Osburn Hotel.—Mr. Frank Jenkins, Toastmaster.

Song.—America.

Vocal Solo.—Arah Hoyt Rae.

Address of Welcome.—Senator Edward F. Bailey, Chairman Lane County Chamber of Commerce Roads and Highway Committee.

Vocal Solo.—Mrs. W. K. Barnell.

Talks by Members of the State Highway Commission, County Court, Engineers of the State Highway Department and Federal Bureau of Public Roads, and Good Road Boosters.

Address.—Governor I. L. Patterson.

2:00.—Dedication Ceremony at New Springfield Bridge.—Mayor W. P. Tyson of Springfield, Presiding.

Address.—Mayor H. E. Wilder, Eugene.

Presentation of Bridge for Use of the People of Oregon.—Chairman H. B. Van Duser, Oregon State Highway Commission.

Music.—Eugene I. O. O. F. Band.

Acceptance of New Bridge for the People of Oregon.—Governor I. L. Patterson.

Committee in Charge of Dedication

CHAIRMAN—H. E. Maxey, Springfield Chamber of Commerce.
SECRETARY—O. S. Fletcher, Lane County Farmers' Union.

PROGRAM COMMITTEE:
F. B. Hamlin, Springfield Chamber of Commerce.
Martin Anderson, Cottage Grove Chamber of Commerce.
J. W. McArthur, Eugene Rotary Club.
N. L. Michels, Eugene Active Club.
J. H. Miller, Junction City Chamber of Commerce.

BANQUET COMMITTEE:
J. R. McKy, Eugene Lions Club.
Melvin Hansen, Eugene Chamber of Commerce.
Harry M. Stewart, Springfield Lions Club.

SPEAKERS COMMITTEE:
F. C. Walters, Eugene Kiwanis Club.
Edward F. Bailey, Junction City Lions Club.
W. F. Walker, Springfield Lions Club.

#1069

D. M. FERRY, JR., President
J. S. HEATON, Vice-President & Treasurer
CHARLES C. BOWEN, Vice-President & Secretary
J. H. [illegible]OM, Vice-President
KE[illegible]DY R. OWEN, Vice-President

INCORPORATED 1884

[illegible]SON J. SCHOFIELD, Vice-President
F. [illegible] M. BOWEN, Vice-President & Asst Treasurer
EUGENE F. HORD, Vice-President
F. S. BROWN, Vice-President

Lane Co

PP 117 B

Standard Accident Insurance Company

OF DETROIT, MICHIGAN

CASUALTY INSURANCE, FIDELITY AND SURETY BONDS

LAMPING & CO., INC., GENERAL AGENTS
818 SPALDING BLDG.
PORTLAND, OREGON

December 2, 1929

State Highway Commission
Salem, Oregon

Gentlemen:

Re: A. C. Mathews, Eugene, Ore.

We are advised that the above captioned principal has completed the contract for filling 25/100 miles embankment of the Springfield Bridge approach on the McKenzie Highway in Lane County, Oregon, which contract was bonded by this company.

If this is the case we would appreciate the completion of the enclosed status report for our records.

Thanking you for your consideration, we are,

Yours very truly,
LAMPING & COMPANY, INC.
By J. S. Laird

Enc.

Paid to date $6472.16
(Final - $1315. Ret. $523.07
130% Complete 7 M. left

#1069
Lane Co
PR 117 B

November 28, 1930

Mr. John Anderson
Eugene, Oregon

Dear Sir:

We have your letter of the 23rd instant transmitted to us, through our Resident Engineer, Mr. H. H. Libby of Eugene, in which you enclose a statement of your claim in the sum of $275.75 against A. C. Matthews, being for labor performed for Mr. Matthews in connection with his contract for the construction of the approaches to the bridge over the Willamette River at Springfield.

In connection with this particular contract Mr. Matthews was required to furnish a surety bond to the State for the protection of labor and material claims and all just debts dues and demands incurred against the project. We offer this bond to you as protection of your claim. I would suggest that you take the matter up with the bonding company. This bond was written by the Standard Accident Insurance Company, for whom A. D. Trunky is local agent, with offices in room 818 Spalding Building, Portland, Oregon. Should you secure no satisfaction from the bonding company then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State, as provided by Section 2991 of the Oregon Laws, a mimeographed copy of which we enclose.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

SALEM

November 28, 1929

Standard Accident & Insurance Co.,
818 Spalding Building
Portland, Oregon

Attention: A. D. Trunkey

Gentlemen:

Enclosed herewith is a copy of a letter that we have today received from Mr. John Anderson of Eugene in which he advises us of his claim of $274.75 against A. C. Matthews, it being for labor performed for Mr. Matthews during the months of September and October, 1929 in connection with his contract for the construction of the approaches to the Bridge over the Willamette River at Springfield, State Highway Contract no. 1069.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. D. Glaisyer
Chief Clerk

HDG:S
Enc.

cc A. C. Matthews
830 Franklin St
Eugene, Ore.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Eugene, Ore Nov. 23,1929

Mr. E.A.Collier,
Division Engineer,
Salem,Ore.

Dear Sir:- Enclosed please find a time statement handed me by John Anderson for work on the Springfield Bridge Approaches on the A.C.Matthews Contract no. 1069.

In order to insure his getting his money he wishes the State to deduct it from the estimate due A.C.Matthews.

In other words he is making a claim on the State for a part of Matthews estimate.

Respectfully,

H.W.Leahy

Resident Engineer

...CHAIRMAN
...OND
...SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

IN REPLY PLEASE
REFER TO FILE NO.

Eugene, Ore. Nov. 23,1929

Oregon State Highway Commission,
Salem,Ore.

Messrs:- I her eby make a claim on the estimate or estimates due A.C.Matthews on the Springfield Bridge Approaches for labor performed by me in accordance with the accompanying time statement, in the amount of $ 273.75 for the reason that there does not appear to be any prospect of getting my pay direct from the contractor.

John Anderson

ANSWERED
H. B. G.

A. C. MATHEWS, EUGENE, OREGON, General Contractor

NAME [redacted] Anderson — (AM) PM MONTH OF Sept 192 9 CONTRACT No.

Operation	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Time	Rate	Amt. Earned
Hand							10	3	9	9	9	9	9½	7½	X	9	9	9	9	9	9	X	9	9	9	9	9	X	9	-		185	75	138.75
Hand																							Cooks									260	75	195.00
Distribution																																		
Hand	9	9	9	9	9	X	9	9	9	9	9	9	5	9	9	9	5	14	11	X	9	9	9	9	9	9	9	9	9	9	9			

333.75

6000

273.75

Board
Comm.
Adv.
Hospital
Insurance
Misc.

Total Deductions

Amt. Due

Paid 192 Check No. By

General information and instructions from Division Engineer

Name Springfield

Highway Klamath

County Lane

Contr

Crews
as some rain o
however.

Crew
[illegible]
blocks of concre
in Springfield.
pieces but we wil
at east end of bi

Oct 24 Cook

Val Due
A C Mathews
By Campbell

(See back of this sheet for instructions and detailed information)

1 K 117B

Form 39—D-1125a—(2M)—4-30.

OREGON STATE HIGHWAY DEPARTMENT

State Highway Engineer

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 23,1929, 192...

Job name Springfield Bridge Approaches — Week from Nov. 16 to Nov. 23

Mail address Box 204, Eugene

Highway McKenzie — Telegraph or telephone address

County Lane — Job prefix 20 FC-1 — Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed his work on the approaches.

Gravel surfacing was also completed but will need regrading as soon as some rain comes to pack surfacing. Approaches are in fairly good shape however.

Crew building rip rap has rock slope about complete but have not blocks of concrete salvaged from the old sidewalk at east end of Main Street in Springfield. This old sidewalk was very rotten and broke up in small pieces but we will have enough to build a narrow apron around toe of slope at west end of bridge.

(See back of this sheet for instructions and detailed information)

Signed [signature]

Title Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....0.3.....

Miles completed .....0.2.....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....13,000 15,000.....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR 117 B

November 18, 1929.

Mr. W. H. Lymuh, District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 2900,
Portland, Oregon.

Dear Sir:

Referring now to your letter of November 16th requesting an explanation of the apparent increase in embankment quantities in the west approach to the Springfield Bridge, Federal Aid Project No. 117-B.

As there has been no change in grade or cross-section, there is no actual change in embankment quantities. The apparent increase is, therefore, simply a discrepancy between the approximate preliminary determination of quantities and the accurate later determination of them. The fact that the discrepancy is larger than might ordinarily be expected is probably due to the fact that the volume is a very difficult one to determine with accuracy because of the warped and irregular shape of the embankment at the wye connection with the Pacific Highway.

The quantity of embankment materials shown in the revised estimate is, we are sure, a very close estimate.

Very truly yours,

ROY A KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:MR

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO.———

POST OFFICE BUILDING
PORTLAND, OREG.

November 14, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to the substitute estimate for auditing vouchers on the Springfield Bridge Section, Oregon Federal Aid Project No. 117-B.

Would you kindly give us an explanation of the apparent increase in the item of embankment in place for the west approach, in order that we can justify this increase when forwarding the estimate for the approval of our Washington office.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer.

November 8, 1919.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 2900
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of substitute estimate for use in submitting federal aid voucher on the Springfield Bridge Section, Project 117-B.

We are also enclosing three copies of supplemental price agreement to cover the item of extra hauling of embankment materials in connection with constructing the roadway approaches.

Under separate cover we are sending four blue print copies of Sheet No. 2 of the plans which has been revised to show the additional approach spans on the west end of the bridge.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JWM:AP

Encls.

Oregon State Highway Department — Project No. 117-B

Springfield Bridge Section of the McKenzie Highway in Lane County

(Substitute estimate for vouchering. Based on Contract Prices. Revised to include approach spans and roadway approaches.)

SPRINGFIELD BRIDGE

Salem, Ore. Nov. 7, 1929.

600	Cu. Yds.	Excavation	$ 3.00	$ 1,800.00
100	" "	Excavation below plane	5.00	500.00
400	" "	Class "B" Concrete	18.00	7,200.00
550	" "	Class "A" Concrete	21.50	11,825.00
840	" "	Class "D" Concrete	20.00	16,800.00
310,000	Lbs.	Metal Reinforcement	.0375	11,625.00
1,000,000	Lbs.	Structural Steel	.065	65,000.00
1,730	Lin. Ft.	Handrail	5.00	8,650.00
		Sub-Total - - - - - - - - - - - -		$ 127,300.00

EAST APPROACH SPANS

52	Cu. Yds.	Excavation	2.70	$ 140.40
3	Cu. Yds.	Excavation below plane	4.50	13.50
152	" "	Class "A" Concrete	19.35	2,941.20
101	" "	Class "D" Concrete	18.00	1,818.00
45,900	Lbs.	Metal Reinforcement	.03375	1,549.13
180	Lin. Ft.	Concrete Handrail	4.50	810.00
		Sub-Total - - - - - - - - - - - -		$ 7,272.23

WEST APPROACH SPANS

240	Cu. Yds.	Excavation	$ .75	$ 180.00
20	" "	Excavation below plane	1.00	20.00
295	" "	Class "A" Concrete	16.00	4,720.00
177	" "	Class "D" Concrete	14.00	2,478.00
86,000	Lbs.	Metal Reinforcement	.05	4,300.00
296	Lin. Ft.	Concrete Handrail	3.00	888.00
		Sub-Total - - - - - - - - - - - -		$ 12,586.00

Estimated Quantities Replaced by West Approach Spans

3,800	Cu. Yds.	Embankment in place	$ .39	1482.00
		Sub-total - - - - - - - -		$1482.00

Less extra expense incurred by substituting West Approach Spans for embankment ($12,586.00-$1482.00) - - - - - - - - - - - - - - - -Cr.- 11,104.00

ROADWAY APPROACHES

All Require		Clearing and Grubbing		$ 15.00
12,970	Cu. Yds.	Embankment in place	.39	5,058.30
7,090	" "	Extra Hauling	.21	1,488.90
				$ 6,562.20
		Sub-total		142,616.42
		10% Eng'r. & Cont.		14,261.64
				$ 156,878.06

Length of structure, 1091.16 ft.
Length of Roadway Approx. 1648.24 ft.
Length of Project 2739.40 ft. - - - 0.518 miles.

PR 117B

October 8, 1929

Mr. A. A. Rogers, Pres.,
First National Bank
Eugene, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 8th inst. in which you enclosed a letter from Hargreaves and Lindsay in which they assigned to your bank the amounts due them for their September estimate for the construction of the west approach to the bridge over the Willamette River, at Springfield.

We shall be glad to honor this assignment providing we are furnished with the written consent of the surety that appears on the bond furnished by Hargreaves and Lindsay in connection with this project. The surety in this instance is the Aetna Casualty and Surety Company, Bates, Lively & Pearson, Agents, Yeon Building, Portland, Oregon.

Before the Secretary of State will allow an assignment of this kind, it must be prepared in conformance with a form approved by him. Such a form is enclosed herewith in duplicate. Please have both copies signed by Hargreaves and Lindsay, and return them to this office along with the consent of the surety.

The amount of the estimate, as you will note, has not been filled in, for the reason that the computation of same has not been completed as yet. This amount will be supplied later.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:KF

—D-12191—1M—4-29.

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF .....

($.....) Dollars, to ...us... paid, ...we... hereby sell, assign and transfer the within claim for ...material furnished and services rendered on the bridge approach over the Willamette River, on the McKenzie Highway at Springfield, Contract 1112..... to ...The First National Bank of Eugene, Eugene, Oregon..... and authorize and empower said ...."...."...."...."...."...."...."... to act as agent for ...us..... and in ...our..... name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this ..... day of ....., 19.....

Executed in the presence of us as witnesses:

.....

.....

...Hargreaves & Lindsay...

.....

...of Hargreaves & Lindsay, directing you to mail us check for the September estimate on the approach to the bridge over the Willamette river, on the McKenzie Highway at Springfield, and trust that we may have this check in due course.

Yours truly,

A. K. Rogers

A. K. Rogers
President

AR/SC

ANSWERED
H. B.

THE FIRST NATIONAL BANK
OF EUGENE

EUGENE, OREGON

October 8, 1929

State Highway Commission
Salem, Oregon

Gentlemen:

You will find enclosed order and assignment of Hargreaves & Lindsay, directing you to mail us check for the September estimate on the approach to the bridge over the Willamette river, on the McKenzie Highway at Springfield, and trust that we may have this check in due course.

Yours truly,

A. A. Rogers
President

AAR/CC

ANSWERED
H. B.

96 96

THE FIRST NATIONAL BANK
OF EUGENE

EUGENE, OREGON

October 8, 1929

State Highway Commission
Salem, Oregon

Gentlemen:

We hereby assign to the First National Bank of Eugene, Oregon, the estimate for the month of September on our contract to construct three concrete spans at the west end of the bridge, over the Willamette river, on the McKenzie Highway at Springfield; and ask that the state warrants when issued be made payable to the First National Bank of Eugene, Oregon, and mailed direct to them.

Yours truly,

HARGREAVES & LINDSAY

By Fred R Lindsay

PR 117B

October 4, 1929

Hargreaves & Lindsay
935 Oak Street
Eugene, Oregon

Gentlemen:

Our attention has been called by the State Industrial Accident Commission to the fact that you have not yet accepted the terms of the Oregon Workmen's Compensation law, in connection with the contract that was recently awarded to you by the State Highway Commission for the construction of the approach to the bridge over the Willamette River, at Springfield.

One of the requirements of the State Highway Commission is that all successful bidders on State Highway construction work shall accept the terms of the Oregon Workmen's Compensation Act, and carry on their work in strict compliance with the provisions thereof. There are no exceptions to this requirement, and you will therefore be expected to comply with this requirement.

Your attention was called to this matter some time ago when the contract was first awarded you, and we referred you to the clause in the contract forms pertaining to this particular matter. Evidently the matter has been overlooked; hence, this letter.

Please give this matter your immediate attention.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:EF
cc Mr. C. B. McCullough.

C 0062—3M—6-28.

INDUSTRIAL ACCIDENT COMMISSION

AUDITOR'S CALL REPORT

#1112

In reply to Mr. ..... *letter of* ....., *192*..... *Date* Eugene, Ore. Sept. 30-29

Firm No Roj. *Name* Hargreaven & Lindsay

Operation Gen. Contrs. *Address* Eugene

Employer or representative interviewed Mr. Dresser, District Engineer Hwy. Dept.

Purpose of call Inf.

Remarks:

I learned today that the above rejected firm secured the contract for construction of the extension of the Springfield bridge. The firm is now working on this project, here at Eugene.

As I was under the impression that the Highway Dept. required all their contractors to protect themselves under the Compensation law, I called on Mr. Dresser who apparently was not familiar with this provision of the contract.

COPY

This report is made for reference of the Highway Commission in event ther contracts do require such protection.

C.C.Highway Commission.

NOTED
H. R. GLANTZER

L.E.White, *Auditor*

nas

NOTED
NOTED
E. A. COLLIER

(See back of this sheet for instructions and detailed information)

Signed .....

Title Auditor

Form 10—D-12227—GM—4-38.

PR 117B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date ...Sept. 12, 1939..., 193...

Job name ...Springfield Bridge approaches... *Week from* ...Sept. 21... *to* ...Sept. 29...

..... *Mail address* ...Box 24, Eugene...

Highway ...Pacific... *Telegraph or telephone address* .....

County ...Lane... *Job prefix* ...20 1C - 1... *Express and freight address* .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

(Contractor) ... [illegible] ... trucks.

... [illegible] ... down.

... [illegible] ... called ... [illegible] ... to ... [illegible] ... bridge, saying that Mathews claimed that he still ... [illegible] ... bridge was still his until it had been accepted and paid for by the state. [illegible] Mathews had moved earth on it so that he could haul gravel to the road and keep himself. The occasion for this ... to be out ... [illegible] ... furnishing gravel to the bridge contractors but the ... [illegible] ... getting it out here so ... gravel ... [illegible] ... called their ... [illegible] ... and explained ... [illegible] ... Springfield ... [illegible] ... I.

... [illegible] ... I ... [illegible] ... believed ... could ... [illegible] ... about it. I told him to be absolutely sure [illegible] ... over ... property, ... could not permit him to stop ... [illegible] ... over the new road. ... [illegible] ... morning ... I ... heard ... [illegible] ... from him.

NOTED
NOTED
E. A. COLLIER

(See back of this sheet for instructions and detailed information)

Signed .....

Title ...Asst. Engr...

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed 0

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON

PR 117 B

August 15th, 1929.

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Re: Contract 1112 Hargreaves & Lindsay-West approach to bridge over Willamette River, McKenzie Highway at Springfield.

We have executed contract bond in quadruplicate, covering the above-captioned contract of Hargreaves & Lindsay, and are sending same under separate cover by express to your office today.

When this contract is accepted by the Commissioners will you kindly return one copy for our files?

Yours very truly,

BATES LIVELY & PEARSON,
by Judd C. Reed.

FCR:MR

COMMISSIONERS
M. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. BATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 11713

20PC-1

OREGON STATE HIGHWAY COMMISSION

SALEM

August 13, 1929

IN REPLY PLEASE REFER TO FILE NO.

Mr. A. C. Matthews,
Eugene, Oregon.

20-PC 1

Dear Sirs

We are today in receipt of a price agreement dated August 8th, 1929 in connection with the change of plans for the fill approaches to the Springfield Bridge, made necessary by the addition of 150 feet of bridge structure on the Eugene side.

In approving this price agreement and making it a part of your contract no. 1999, it is understood that the additional price of 2½¢ per cubic yard, to apply on some 8000 cubic yards of material to be hauled from the Springfield gravel bar across the old Springfield Bridge and into the new fill, not only includes the price of the actual hauling of the material in light trucks, but also is to compensate you for the change in plans, which eliminates borrow pit A, located on the Eugene side, and substitutes therefor materials borrowed from borrow pit B, on the Springfield side.

It is further understood that in signing up this price agreement that you agree to make no further claim upon this department on account of the change in plans.

Please acknowledge receipt of this letter and confirm this understanding promptly.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

J. S. Sawyer
Division Engineer

S

cc Mr. S. H. Proberg
Mr. H. W. Libby
Files

ROBERT W. SAWYER, BEND
C. E. GATES, MEDFORD
H. B. VAN DUZER, PORTLAND, CHAIRMAN
COMMISSIONERS
S-11640 1000 2-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER

SALEM

August 13, 1929

20 PC-1

Memorandum to Mr. Klein:

Attached hereto please find letter to Mr. Matthews which is, I think, self explanitory and price agreement which I have approved and submit to you with my recommendation for your approval.

Very truly yours,

J. S. Sawyer

S

Encls

PR 117B

The State Highway Commission has awarded the contract for the 120 foot extension of the west approach of the Willamette River bridge at Springfield to the low bidder, Hargreaves & Lindsey of Eugene. The contract price is $12,996.00.

Salem, Oregon,

August 8, 1939.

RR 117-B

July 31, 1929

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We are inclosing herewith six copies of estimate accompanying the plans for the approach span to the Springfield Bridge, Project No. 117-B.

The plans for this structure were sent to you previously by our Bridge Department, and the revised plans for grading the approaches will be forwarded to you as soon as they are complete.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

J. W. Nash,
Asst. Office Engineer.

Incl.
JWN:AF

Oregon State Highway Department — Project No. 115-B

APPROACH SPAN TO THE SPRINGFIELD BRIDGE
ON THE McKENZIE HIGHWAY IN LANE COUNTY

(Estimate with plans. Not as basis for modified agreement.)

Salem, Oregon, July 31, 1929

240 cu. yds.	Excavation	$ 3.00	$ 720.00
20 cu. yds.	Excavation below plans	5.00	100.00
295 cu. yds.	Class "A" Concrete	21.00	6,195.00
177 cu. yds.	Class "D" Concrete	22.00	3,894.00
88,000 lbs.	Metal Reinforcement	.05	4,400.00
236 lin. ft.	Concrete Handrail	6.00	1,420.00
	Sub-total		$16,689.00
	10% Engr. & Cont.		1,668.90
	Total		$18,357.90

Length of Structure, 120 ft. 0.023 miles

Cost per mile. $355,639.20

FORM S-A-1 S-12649 3M 6-29

COMMISSIONERS
H. S. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 117 B

file

OREGON STATE HIGHWAY COMMISSION
SALEM

July 18, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Members of the Highway Commission:

Gentlemen:

Judge Barnard of Lane County called me up this morning and stated that the County Court had interested itself in the Springfield Bridge matter and had this offer to make to the Commission:

That the Commission build a 100 foot additional bridge on the west end at its sole expense, that Lane County would be willing to pay the difference in cost between the bridge structure for the next 50 feet and the embankment over the same distance.

I have roughly calculated that the cost of the bridge structure for the next 50 feet would be $5,000.00 and the embankment $1,200.00, or a difference of $3800.00 which Lane County would be willing to pay. This, of course, is on the grade line which we originally proposed.

Judge Barnard stated that he had interviewed Judge Skipworth, who stated that he would be willing to modify his decision to permit the original grade line and the lesser additional length of bridge provided all parties would agree to this settlement. It is my understanding that the West Springfield people are now willing to agree to both of these features, as was indicated in their conversation at the Commission hearing.

Very truly yours,

Roy A. Klein

State Highway Engineer

OK as far as I go

RAK:S

Fill - 1200 yds @ 35¢ — 458.00

Pave - 120 sq yds @ 3.00 — 360.00

Side Walks 500 sq ft. @ 15¢ — 75.00

Temp. macadam - 50 yds @ 1.00 — 75.00

fill protection lump — 100.00

$1068.00

10% — 107.00

1175.00

Fill - Springfield Br

Sta 7+92 to 8+42

Note Ex Br at 9+42

OF EACH MONTH

Roy A. Klein
State Highway Engineer

July 15, 1925

Honorable C. P. Bernard,
County Judge of Lane County,
Eugene, Oregon.

Dear Sir:

In response to your telephone inquiry as to the costs for an additional 50 feet on the Springfield Bridge in addition to the 100 feet previously discussed, would say that our estimate for the cost of the next 50 feet of bridge, on the basis of a 50 foot span, is $5,000.00. For comparative purposes, the approach fill for the same distance, i. e. 50 feet, including sidewalks, temporary macadam surfacing, rip rap and pavement, would amount to $1175.00. In other words, the comparison of the bridge structure and the embankment for the same distance is the difference between $5,000.00 and $1,175.00, or $3,825.00.

Very truly yours,

RAK:S

Roy A. Klein
State Highway Engineer

ERS:
CLINTON HURD
M. H. ANDERSON

Lane County Court

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

COPY SENT TO
COMMISSIONERS
JULY 17, 1929

OFFICE OF C. P. BARNARD, COUNTY JUDGE

EUGENE, OREGON
July 13, 1929

RECEIVED
JUL 15 1929

The Honorable State Highway Commission,
Salem, Oregon.

Gentlemen:

Our bridge superintendent called our attention to the fact that there must be new approaches or extensive repairs on the approaches and decking of the Springfield Bridge if continued in service any longer. After examining the bridge, the estimated cost of the necessary improvements is between $4,000.00 and $5,000.00.

We feel very keenly this extra cost after buying expensive rights-of-way two years ago on the presumption that the bridge should be built at once and the further fact that the only reason for the delay is the difference in cost between a 25 foot opening and fill with paving and sidewalks and which difference could be only a small sum when you consider that there would be no extra overhead. It seems entirely unwarranted that the County's $85,000.00 and the State's $65,000.00 should lay idle and Lane County be compelled to practically throw away $5,000.00 more while the State Highway Commission and the West side inhabitants quibble over such a small matter, which not only is costing more every month in interest than the difference would amount to, but according to the report of the State Highway engineer in 1926, the bridge has been in use several months longer than he considered it safe for use without a thorough inspection.

Considering all the facts, and knowing that we must abide by any decision of the Highway Commission whether or not some one was at fault in designing the bridge, Lane County will pay the extra cost as between the 25 foot opening and a fill of the same length including the paving and concrete sidewalks, as we deem it imperative that the approach to the new Springfield Bridge be completed at once.

Yours respectfully,

LANE COUNTY COURT,

By C. P. Barnard Judge.
Clinton Hurd Commissioner.
C. E. Crowe Commissioner.

Copy sent to comm
7-17-29

CPB:HT

IONERS:
CLINTON HURD
M. H. ANDERSON

Lane County Court

OFFICE OF C. P. BARNARD, COUNTY JUDGE

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

RECEIVED
JUL 11 1929
OREGON
STATE HIGHWAY COMMISSION

EUGENE, OREGON

July 8, 1929.

The Honorable State Highway Commission,
Salem, Oregon.

Gentlemen:

The matter of the approach to the west end of the Springfield Bridge seems to have developed into a controversy between the State Highway Commission and the people living in West Springfield, who claim they would be damaged by a fill the entire distance and whose claim has been upheld by the Circuit Court.

We realize that the State Highway Commission might be able to keep this matter in the courts for an indefinite length of time, making, as a common expression goes, the taxpayers of Lane County, the "goat". During the summer of 1926 the request was made by the Lane County Court that the State Bridge Engineer make an examination of the Springfield Bridge and give us a report of its condition. On October 23rd, 1926, we received the following report:

> "Calculations made by this Department disclose the fact that while the bridge is not absolutely dangerous for traffic, it is pretty badly overstressed. If the present structure is to be carried in service for a period in excess of two years, it will be necessary to make another very thorough investigation at the end of that time and it is quite probable that considerable reinforcement will be found necessary. At the present time some of the joints and connections are pretty badly overstressed in rivet bearing and in shear and some of the main diagonal members are stressed nearly to the yield point of the metal under standard highway loading. Extensive repairs to the roadway and decking will also be necessary, if the structure is to be carried for any considerable period. Altogether the old steel span has outlived its usefulness and should be replaced by a modern structure as soon as funds can be made available for the purpose."

MISSIONERS:
CLINTON HURD
M. H. ANDERSON

Lane County Court

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

OFFICE OF C. P. BARNARD, COUNTY JUDGE
II
EUGENE, OREGON

On March 29th, 1927, an agreement was reached between the State Highway Commission and the Lane County Court whereby the County agreed to contribute $65,000 of the estimated cost of $150,000 for the completion of the structure and approaches, the County to purchase all rights-of-way, estimated to cost at least $20,000. On the 27th day of March, 1928, a contract was entered into by and between the State Highway Commission and Lindstrom & Feigenson, and the bridge was completed and except for the controversy with regard to the west approach, could have been opened for traffic at least by July 1st of this year.

If a piling approach extending west from the present structure about 250 or 300 feet to correspond with the present bridge was built of Port Orford cedar with fill from there to connect with the Pacific Highway at the nearest point, which would be the turn nearest the bridge, the expense would probably not exceed $10,000.

The interest on the present investment, County $65,000 and State $65,000, at 5% is $7,500 per year. An approach of this character, aside from the decking, would last at least twelve or fifteen years and would not in any wise be considered a poor investment.

However, the time has come when we must put expensive repairs on the old bridge if it is continued in use and we feel that it is not unreasonable to ask the State Highway Commission to complete some approach to the new Springfield Bridge and relieve the people of Lane County, who have acted in good faith, of any more cost in connection with the old bridge, and also the risk to human life which cannot be weighed against the small extra cost, if there be any extra, to completing these approaches as soon as possible.

Yours respectfully,

LANE COUNTY COURT,

By C. P. Barnard Judge.
Clinton Hurd Commissioner.
O. B. Coon Commissioner.

CPB:OC

PR 1-7B

July 18, 1929

Pennaughty Machinery Co.,
309 E. Yamhill St.,
Portland, Oregon.

Dear Sirs:

In response to your telephone inquiry last evening concerning A. C. Matthews and his contract no. 1069 covering the bridge approaches at Springfield on the McKenzie Highway in Lane County, would say that I have ascertained that the estimate figures which I quoted you last evening closely represent the work done on this contract to date. I find that the embankment was measured very closely after the work was closed down because of the injunction suit. This was the point I was not certain of last evening.

To repeat the figures given you over the telephone, the total amount earned to date is $1882.00, of which we have retained $282.30. The two payments made to Mr. Matthews to date total $1,599.70. The total amount of this contract is $3,825.00. It is noted, in looking over our records, that these estimates are assigned to A. D. Trunkey, in care of the Standard Accident Insurance Company, 818 Spalding Building, Portland.

Confirming my statement to you, would say that we offered to close up the contract with Mr. Matthews and pay him for the yardage moved to date, but he elected to hold the contract pending, desiring to finish the contract in the event that a decision favorable to the State was secured on the appeal to the Supreme Court. Our offer still holds and if Mr. Matthews wishes to close this contract, we are ready to do so.

Very truly yours,

State Highway Engineer

RAK:S

PR117B

EUGENE REGISTER
July 17, 1929

OPENING FOR APPROACH TO BRIDGE IS APPROVED

Suggestion of Court Is Held Feasible by Officials

Judge C. P. Barnard and P. M. Morse, Engineer, Say No Objections Seen

After an inspection of the west approach to the new Springfield bridge last night, Judge C. P. Barnard of the county court and P. M. Morse, county engineer, declare that an addition of 50 feet for an opening in the approach is entirely feasible.

The county court will obtain estimates on the difference in cost between this opening and a fill of this distance with a view to paying the difference and thus ending the approach controversy, if this plan is satisfactory to the state and the West Springfield property owners.

There is already installed at the west end of the bridge two arches of 50 feet.

With the additional 100 feet as offered by the state highway commission and the 50 feet now suggested by the county court, this would provide an opening of 250 feet and it is believed would meet the requirement of 250 feet as held in the decision by Judge G. F. Skipworth in the circuit court suit.

The additional 150 feet of the opening, which was the offer of the West Springfield property owners, can be carried out on a level grade from the bridge without difficulty, according to Mr. Morse.

Judge Barnard and Mr. Morse said that they believe the proposal is a solution of the approach problem and that the state highway commission will not raise any objections.

RECEIVED
JUL 19 1929
DIVISION ENGINEER

Form 44—C-7778—5M—2-28.

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

2

D 6"	E 6"	E 6"	F 6"	F 6"	A	A 6"	A 6"
4.80	2.60	3.20	11.05	25.20		16.00	4.33
9.60	~~16.00~~	6.40	6.40	12.60			23.38
4.80	1.60	3.20		25.20			27.63
4.80		3.20		24.05			25.75
				25.20			14.40
				25.20			18.00
				25.20			18.00
				25.20			39.00
				12.60			10.75
24.00	~~A 60~~	16.00	17.45	12.00		16.00	181.29
	-14.40			81.60			
				71.40			
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2.00
2.00
4.00

COMMISSIONERS:
CLINTON HURD
M. H. ANDERSON

Lane County Court

OFFICE OF C. P. BARNARD, COUNTY JUDGE

EUGENE, OREGON

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

RR 11703

June 29th, 1929

Hon. H. B. Van Duzer, Chairman,
State Highway Commission,
Portland, Oregon.

Dear Mr. Van Duzer:

I understand that at the meeting on the 27th the statement was made that neither the County Court nor the people affected opposed a fill approach at the west end of the Springfield Bridge until recently, and I am enclosing copy of letter sent to the State Highway Commission on April 7th, 1927.

As a matter of fact the Lane County Court strenuously objected to two things, a solid fill on the west end and the entrance to the Pacific Highway. We were always of the opinion that there would have been no more expense to the State Highway Commission and quite a saving to the Lane County Court if there had been a direct connection to the highway instead of two long wyes to pave and sidewalk. The matter of the opening was only in line of good judgment, as the County itself has no property to be damaged after the bridge was completed.

Very truly yours,

C. P. BARNARD,

Lane County Judge.

CPB:OC
Enc.

COPY

The Honorable State Highway Commission,
Salem, Oregon.

Gentlemen:

On April 7th, 1927, we wrote Mr. Roy A. Klein, State Highway Engineer, with regard to the Springfield Bridge, one paragraph reading as follows:

> "We are also of the opinion that it will be a mistake to make a fill the entire distance without any opening between the intersection of the Pacific Highway and the bridge itself."

We are still of the opinion that some opening should be made between the west end of the new structure and the connection with the Pacific Highway. It is about 285 feet from the west end of the new structure to the high ground on the west side of the draw, which will show on your profile, and when you consider the cost of paving, sidewalks, etc., it would seem that there would be very little difference in the cost, if there were at least 150 feet of opening to correspond with the present bridge, if it were not deemed advisable to continue the approach over the entire 285 feet. In extremely high water, which we are sure to have occasionally, due to the contour of the country above, there is a very large volume of water flowing down the highway. The last high water was in the winter of 1926 and 27 when good sized buildings, facing on the highway, were floated considerable distance and it is undoubtedly a fact that if a fill is made the entire distance, it must act as a wing dam, forcing a heavier head of water down the highway.

While this matter is entirely in the hands of the State Highway Commission, we feel that we are justified in calling it to your attention.

Yours very truly,

THE LANE COUNTY COURT,

By C. P. Barnard,

County Judge.

CPB:OC

...ther forecast
...roudy and very sh...rl...s for
...an bureaucrats.

Eugene Register

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FULL ASSOCIATED PRESS LEASED WIRE SERVICE

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Bad Judgment

THE State Highway commission has decided to bull things through to the supreme court in the matter of the Springfield bridge fill. Against the testimony of disinterested engineers who believe that the fill will constitute a grave flood hazard to the whole territory adjacent, against the testimony of people who have lived long in the district and know the Willamette's flow and habit there and against the decision of a judge who himself has lived along this river for 40 years past and who furthermore made a careful personal and physical investigation of the whole situation before rendering his decision, the commission takes the advice of its own engineer who botched the job of designing the structure at that point through ignorance of the true situation and who refuses to confess his error.

Everybody knows that the Willamette river does overflow its banks in time of flood in that district. Everybody knows that it does tear resistlessly across the peninsula there. To argue that an unbroken fill at the bridge approach will offer no more obstruction to it than an open span would seems an argument without common sense. Yet that is what the highway commission engineer's position in effect amounts to.

The court's decision here in the case was peculiarly a competent decision because Judge Skipworth was fortified with first hand knowledge of his subject. Yet the commission has declared it will appeal from that decision, withholding by its action the use of the much needed Springfield bridge from the public for from six months to a year longer. The highway commission ought to recede from its intention and abandon its proposed appeal.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

...AY COMMISSION
...MENT
...DING

...8.

...te o... the west approach fill
...to the article recently published,
...ther day, the last paragraph

...neer McCullough
...e community that
...granted them before

...fact that this is absolutely
...that I would go down and confer
...e that they would retain an engineer.
...n I did go down, all that was
...inary talk. Mr. Sawyer came down
...e talking further with them, we shall
...in order to bring the conference to
...ossible to do, that is, I told
...matter of fact, we will have to go
...cause nothing was accomplished at the
...quite important if we are to be
...e do not want to be in a position of

...at a standstill. The Commission
...tempted to confer with them, but
...before any definite action is taken
...ther attempt to get together with
these people.

I can't understand Mr. Davenport's attitude, as he seemed to be the man who was the most kindly disposed of anyone to the project.

Very cordially yours,

...Engineer.

...McC:...

After.....days, return to

.....

.....

EUGENE, OREGON.

EUGENE MAY 28 11 AM 1929 OREGON

Mr. Roy Klein.
State Highway Engineer.

Salem.

Oregon.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

TE HIGHWAY COMMISSION
IDGE DEPARTMENT
16 OREGON BUILDING
SALEM

October 29, 1928.

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ted at that time that they would retain an engineer.
ngineer and when I did go down, all that was
[illegible] was in the nature of preliminary talk. Mr. Sawyer came down the next morning and we felt that before talking further with them, we should come back and talk to you. Therefore, in order to bring the conference to a close, I did the only thing that was possible to do, that is, I told them that we would be back again. As a matter of fact, we will have to go back again in order to keep our word because nothing was accomplished at the first conference. I think that this is quite important if we are to be threatened with court action, because we do not want to be in a position of breaking faith with them.

In other words, the matter is now at a standstill. The Commission requested me to confer with them. I attempted to confer with them, but the conference is incomplete. I think before any definite action is taken by the Commission, we should make a further attempt to get together with these people.

I can't understand Mr. Davenport's attitude, as he seemed to be the man who was the most kindly disposed of anyone to the revetment idea.

Very cordially yours,

CBMcC:l

Bridge Engineer.

...UZER, PORTLAND, CHAIRMAN
...RTER, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

October 29, 1928.

Mr. R. A. Klein,
State Highway E[illegible]ineer,
Office

Dear Sir:-

Reference is again made to the matter of the west approach fill for the Springfield Bridge. Referring to the article recently published, a clipping of which you showed me the other day, the last paragraph states as follows:

> "Mr. Davenport states that Engineer McCullough assured representatives of the community that a further hearing would be granted them before any action was taken."

I wish to call your attention to the fact that this is absolutely true. The Commission specifically told them that I would go down and confer with them. It was expected at that time that they would retain an engineer. They did not retain an engineer and when I did go down, all that was accomplished was in the nature of preliminary talk. Mr. Sawyer came down the next morning and we felt that before talking further with them, we shoul come back and talk to you. Therefore, in order to bring the conference to a close, I did the only thing that was possible to do, that is, I told them that we would be back again. As a matter of fact, we will have to go back again in order to keep our word because nothing was accomplished at the first conference. I think that this is quite important if we are to be threatened with court action, because we do not want to be in a position of breaking faith with them.

In other words, the matter is now at a standstill. The Commission requested me to confer with them. I attempted to confer with them, but the conference is incomplete. I think before any definite action is taken by the Commission, we should make a further attempt to get together with these people.

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CBMcC:l

Bridge Engineer.

...OZER, PORTLAND, CHAIRMAN
... MEDFORD
...ERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

September 12, 1928.

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

Herewith new copy of my original letter to you under date of August 18th in reference to the waterway situation at the west end of the Springfield Bridge. This letter has been corrected in accordance with the new figures which result from the addition of 90' of approach on the Springfield end of the structure.

Very truly yours,

C. B. McCullough

Bridge Engineer.

CBMcC:P
Dictated by Mr. McCullough
and signed in his absence.

...ZER, CHAIRMAN, PORTLAND
...D, MEDFORD
...ERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

August 18, 1927.

Mr.R.A.Klein,
State Highway Engineer,
O f f i c e.

COPY

Dear Sir:-

A few days ago I received a clipping from Mr. Sawyer relative to the action of certain citizens residing in West Springfield. It appears that these people are rather disturbed about the approach fill on the west end of the proposed Springfield bridge. You saw the slipping and are entirely familiar with the situation, but in order to fully advise you in reference to what is contemplated at this point, I am attaching herewith three sketches and six tables indicating the available waterway which will be afforded by the proposed structure, as compared with similar waterway area values afforded by the present railroad bridge and the existing highway bridge above it.

Figure 1 is a cross section of the proposed highway bridge indicating the available waterway at extreme flood period, elevation 444. At this stage of the river, the water spreads out over a wide flood plane or flat to the west for a distance of approximately 3000'. This area is marked A on figure 1. Area B represents the waterway under the west approach. Area C the waterway thru the main channel and Area D the waterway over the east span and approach.

Referring now to Table 1, column 1 indicates the designation of the segments, column 2 the station limits of the segment in question, column 3 the mean depth of the segment, column 4 the proportional velocity V/V_o where V represents the mean velocity over the particular segment in question and V_o represents the maximum mean velocity or maximum velocity thru the thread of the channel at the best point in the stream which happens in this case to be under the railroad bridge. These relative velocities are taken from studies which were made at Albany of various portions of the channel by Mr. Henshaw and represent deductions from actual current meter readings. To be more explicit, Mr. Henshaw gaged the river at Albany by means of current meter readings and determined the actual velocities at various and sundry points throughout the cross section of the stream. The Albany cross section includes a segement of flood plane impeded by trees, a segment over a rough gravel bar, a segment in the main channel of the stream with unimpeded flow, etc., etc. Fortunately, the conditions existing at Springfield are quite similar and by means of the Albany data we were able to arrive at a reasonably close estimate of the relative velocity of the stream for different portions of the cross section. You will note that over the west flood plane area the mean velocity is only 25% of the maximum mean velocity. Under the west approach, it is 37%, thru segment C it is 95% and thru segment D 42%. Column 5 gives the total area of each segment in question and column 6 the equivalent area reduced to 100% efficiency $(A\ V/V_o)$

You will note that the total area of waterway afforded amounts to 26,500 sq. ft., while the equivalent area reduced to maximum mean velocity amounts to 12,050 sq. ft.

As a check upon this method, I have computed the relative velocities by means of the Chezy formula. (See table II method 2). Column 1 lists the segments of area, column 2 the area of these segments in square feet, column 3 is the slope of the stream as determined from U. S. C. S. Maps, column 4 is the mean depth, column 5 the coefficient of roughness of the stream to be used in the solution of the Kutter formula. A coefficient of .020, is generally used for stream beds of uniform cross-section with firm gravel or rock bottoms. The coefficient .030 is ordinarily used for earth bottoms with occasional stones, weeds, etc. The coefficient .035 for streams in bad order and regimen overgrown with vegitation or strewn with stones and detritus.

The above are the only data published and to be on the safe side, I have carried the roughness coefficients up to point .05 for the overflow flats on the west bank to take care of the impedence due to trees, filling stations and other small buildings which will impede the flow materially.

Column 6 is the constant C computed by the standard flow formula by Kutter.

Column 7 is the mean velocity computed by the Chezy formula

$$V = C\sqrt{RS}$$

Column 8 is the relative velocities $V \div V_0$ computed by the Chezy method and corresponds to column 4 of table I.

Column 9 is the equivalent area corresponding to column 6 of table I. The total equivalent area by this method amounts to 10,660 sq. ft., as against 12,050 sq. ft. computed by the Albany data.

Figure 2 is a cross section of the railroad bridge showing the segments and tables III and IV the equivalent area computed as in the case of the new highway bridge.

Figure 3 and tables V and VI are similar determinations for the existing highway bridge. A comparison of these waterway areas is as follows:

	Total Area	Equivalent Area Method 1
Proposed structure	26,500	11,750
Present railroad bridge	14,850	11,087
Present highway bridge	14,400	8,570
		Equivalent Area Method 2
Proposed structure		10,660
Present railroad bridge		10,975
Present highway bridge		7,966

The above table indicates that the waterway furnished by the structure proposed compares favorably with either of the waterway immediately above it at the present time.

Referring back to figure 1, the only objection to the proposed structure is the fill which I have shown at point E. You will note that the encroachment or blosking of the waterway is very small in comparison to the amount which is blocked off by the railroad fill at the present time.(See Figure 2.) I have also indicated in dotted lines a method whereby the channel may be deepened to provide a relief (several times as large as the area obstructed) thru the main channel.

During the maximum flood in 1861, the discharge at Albany was 302,000 second feet. This drainage comprehends the Willamette, the McKenzie, the Long Tom and the Calapooya and embraces an area of 4,860 square miles. The Springfield bridge is located practically at the confluence of the Coast Fork and the Middle Fork of the Willamette, which have a drainage area of 705 square miles and 1480 square miles respectively, making a total of 2185 square miles. Applying this same discharge factor, it is probable that the river at this point would have a maximum discharge of about 131,000 second feet during a flood similar to that of 1861.

In November of 1909 the Middle Fork discharged 122,000 second feet at Jasper, Oregon, which is the highest discharge of which I have any record.

To be on the side of safety, perhaps we should assume a maximum flood discharge of 150,000 second feet, altho I question whether this will ever be realized. At Albany our mean channel velocity during maximum floods was found to be 8.8 feet per second, without pier obstruction and 9.46 feet per second taking into consideration the obstruction of the piers and approach bents. Assuming a maximum channel velocity of 9½ feet per second, the proposed bridge will discharge 111,600 second feet which is not quite equal to the maximum flood discharge.

This last study clearly indicates the gravity of the situation at Springfield. It indicates that the river channel is not large enough to carry maximum flood discharges without throwing a large amount of water over the flood planes on the west. It indicates that buildings along this flat will never be safe from the menace of flood damage. The channel just ins't large enough to safely carry extreme floods without over-loading the flood plane. (This is a condition which does not exist at Albany, the main channel being relatively larger than at Springfield.) These studies on the other

hand, do indicate that the placement of our bridge structure has nothing to do with the problem. We are providing as much waterway as is provided by the present structures and if our fill has any effect at all, it is to divert part of the flood water back into the main channel and relieve rather than accentuate the present condition.

The whole answer to the problem is a deepening of the channel as indicated by the dotted lines on figure 1. This should be done, not only at the bridge site, but all the way from Judkins Point to a distance considerably above the old highway bridge. The people of West Springfield will never have relief until this is done and when it is done, our structure will provide adequate capacity for the extreme flood discharge.

The data which I have submitted has been taken from maps and from inspection on the ground. The flood plane cross sections are not accurate, due to the fact that no survey across the flood plane has been made. I got most of the controlling measurements, however, by speedometer readings and from existing maps and I think the information is fairly accurate. If this question assumes any serious proportions, we can have surveys made. I would be glad to talk this matter over with you if you think anything further needs to be done at this time.

Very truly yours,

Bridge Engineer.

CBMcC:P

TABLE I
Method 1 - Proportional velocities from Albany Data

1 Segment of area	2 Sta. to Sta.	3 Mean Depth	4 Proportionate Velocity V/V_o (From Albany Data)	5 Total Area	6 Equivalent Area A $(\frac{V}{V_o})$
A	3000' from east bank to Sta. 6 + 0	5'	25%	15000	3750
B	10 to 11 + 50	7½'	37%	1100	400
C	11 + 50 to 1500	19'	95%	6700	6350
D	15 + 00 to 18+50	8½'	42%	3700	1550
	TOTAL-------			26500	12050

TABLE II
Method 2 - Chezy Formula

1 Segment	2 Area	3 S Slope	4 Depth	5 n	6 C	7 $V=C\sqrt{RS}$	8 V/V_o	9 $A(\frac{V}{V_o})$
A	15000	.00122	5'	.05	35	2.72	15.5%	2330
B(10+00 to 11+50)	1100		7½'	.04	54	5.25	30.0%	330
C(11+50 to 15+00)	6700		19'	.020	112	17.0	97.0%	6500
D(15+00 to 18+50)	3700		8½'	.030	70	7.15	40.6%	1500
	TOTAL							10660

Maximum velocity thru railway opening used for V_o

TABLE III
Method 1 - Proportional velocities from
Albany Data

1 Segment of Area	From Sta. to Sta.	Mean Depth	Proportionate velocity V/V_o (from Albany studies)	Total Area A	Equivalent Area $A(V/V_o)$
A	17+30 to 21+90	20'	100%	9000	9000
B	21+90 to 24+00	2½'	12½%	500	62
C	24+00 to 26+00	6'	30%	1150	345
D	26+00 to 30+30	3'	15%	1200	180
E	52+52 to 55+52	10'	50%	3000	1500
		TOTAL---		14,850	11,087

TABLE IV
Method 2 - Chezy Formula

1 Segment	2 Area (A)	3 S Slope	4 Depth	5 n	6 C	7 $V=C\sqrt{RS}$	8 V/V_o	9 $A(V/V_o)$
A	9000	.00122	20'	.020	113	17.6	100%	9000
B	500		2½'	.040	42	2.2	12.5	62
C	1150		6	.035	60	5.13	29.2	336
D	1200		3	.040	44	2.66	15.2	182
E	3000		10	.030	74	8.15	46.5	1395
				TOTAL				10975

Maximum velocity thru railway opening used for V_o

TABLE V
Method 1 - Proportional velocities from Albany Data

1 Segment	From Sta. to Sta.	Mean Depth	Proportionate Velocity (From Albany Studies)	Total Area A	Equivalent Area $A(V/V_o)$
A	0+40 to 4 + 0	17'	85%	7500	6370
B	4+0 to 5 + 60	3½'	18%)	3900	700
C	6+50 to 16 + 50	3½'	18%)		
D	R.R.Relief	10	50%	3000	1500
			TOTAL	14400	8570

TABLE VI
Method 2 - Chezy Formula

1 Segment	2 Area A	3 S Slope	4 Depth	5 n	6 C	7 $V=C\sqrt{RS}$	8 V/V_o	9 $A(\frac{V}{V_o})$
A	7500	.00122	19'	.022	104	15.9	90.4%	6780
B) C)	3900		3½'	.50	31	.6	3.5	130
D	3000		10'	.30	74	8.15	46.2	1386
			TOTAL					8296

Maximum velocity thru railway opening used for V_o

DAVENPORT'S SERVICE STATION

Red Crown, Ethyl, Gasoline and Lubricating Products

MIDWAY PARK
1 1-2 MILES SOUTH OF EUGENE ON PACIFIC HIGHWAY
MOTOR RT. B EUGENE, OREGON 9-5-1928.

To THE OREGON STATE HIGHWAY COMMISSION.
SALEM OREGON.

Dear Sirs:- I see by the Plans on file in the Office of the Lane Co, Court that you contemplate erecting a fill or grade extending from the west end of the Eugene Springfield Bridge to intersect with the Pacific Highway ; ow sirs I have lived in this section a long time and know something of the conditions, and know what the result of the erection and mantainence of a fill at place will be to not only me, but to every one who has property in this section, Therefore I PROTEST the erection or mantainence of any DITCH DYKE GRADE FILL or ANY OTHER DEVICE which will in any way interfere with the free flow of the Overflow water of the Willamette River at or near the said place, and You are hereby warned that I will use every honerable means to prevent the erection of any structure that will endanger my home or Business.

Yours Truly.

Wm. Davenport

without any opening between the intersection of the Pacific Highway and the bridge itself."

We are still of the opinion that some opening should be made between the west end of the new structure and the connection with the Pacific Highway. It is about 285 feet from the west end of the new structure to the high ground on the west side of the draw, which will show on your profile, and when you consider the cost of paving, sidewalks, etc., it would seem that there would be very little difference in the cost, if there were at least 150 feet of opening to correspond with the present bridge, if it were deemed advisable to continue the approach over the entire 285 feet. In extremely high water, which we are sure to have occasionally, due to the contour of the country above ~~there~~, there is a very large volume of water flowing down the highway. The last high water was in the winter of 1926 and 27 when good sized buildings, facing on the highway, were floated considerable distance and it is undoubtedly a fact that if a fill is made the entire distance, it must act as a wing dam, forcing a heavier head of water down the highway.

While this matter is entirely in the hands of the State Highway Commission, we feel that we are justified in calling this matter to your attention.

Yours very truly,

THE LANE COUNTY COURT,

By C.P. Barnard
County Judge

CPB:OC

NTON HURD
M. H. ANDERSON

Lane County Court

COMMISSIONERS' COURT
FIRST WEDNESDAY
OF EACH MONTH

OFFICE OF C. P. BARNARD, COUNTY JUDGE

EUGENE, OREGON

September 1, 1928

The Honorable State Highway Commission,
Salem, Oregon.

Gentlemen:

On April 7th, 1927, we wrote Mr. Roy A. Klein, State Highway Engineer, with regard to the Springfield Bridge, one paragraph reading as follows:

> "We are also of the opinion that it will be a mistake to make a fill the entire distance without any opening between the intersection of the Pacific Highway and the bridge itself."

We are still of the opinion that some opening should be made between the west end of the new structure and the connection with the Pacific Highway. It is about 285 feet from the west end of the new structure to the high ground on the west side of the draw, which will show on your profile, and when you consider the cost of paving, sidewalks, etc., it would seem that there would be very little difference in the cost, if there were at least 150 feet of opening to correspond with the present bridge, if it were deemed advisable to continue the approach over the entire 285 feet. In extremely high water, which we are sure to have occasionally, due to the contour of the country above ~~there~~, there is a very large volume of water flowing down the highway. The last high water was in the winter of 1926 and 27 when good sized buildings, facing on the highway, were floated considerable distance and it is undoubtedly a fact that if a fill is made the entire distance, it must act as a wing dam, forcing a heavier head of water down the highway.

While this matter is entirely in the hands of the State Highway Commission, we feel that we are justified in calling this matter to your attention.

Yours very truly,

THE LANE COUNTY COURT,

By C. P. Barnard
County Judge

CPB:OC

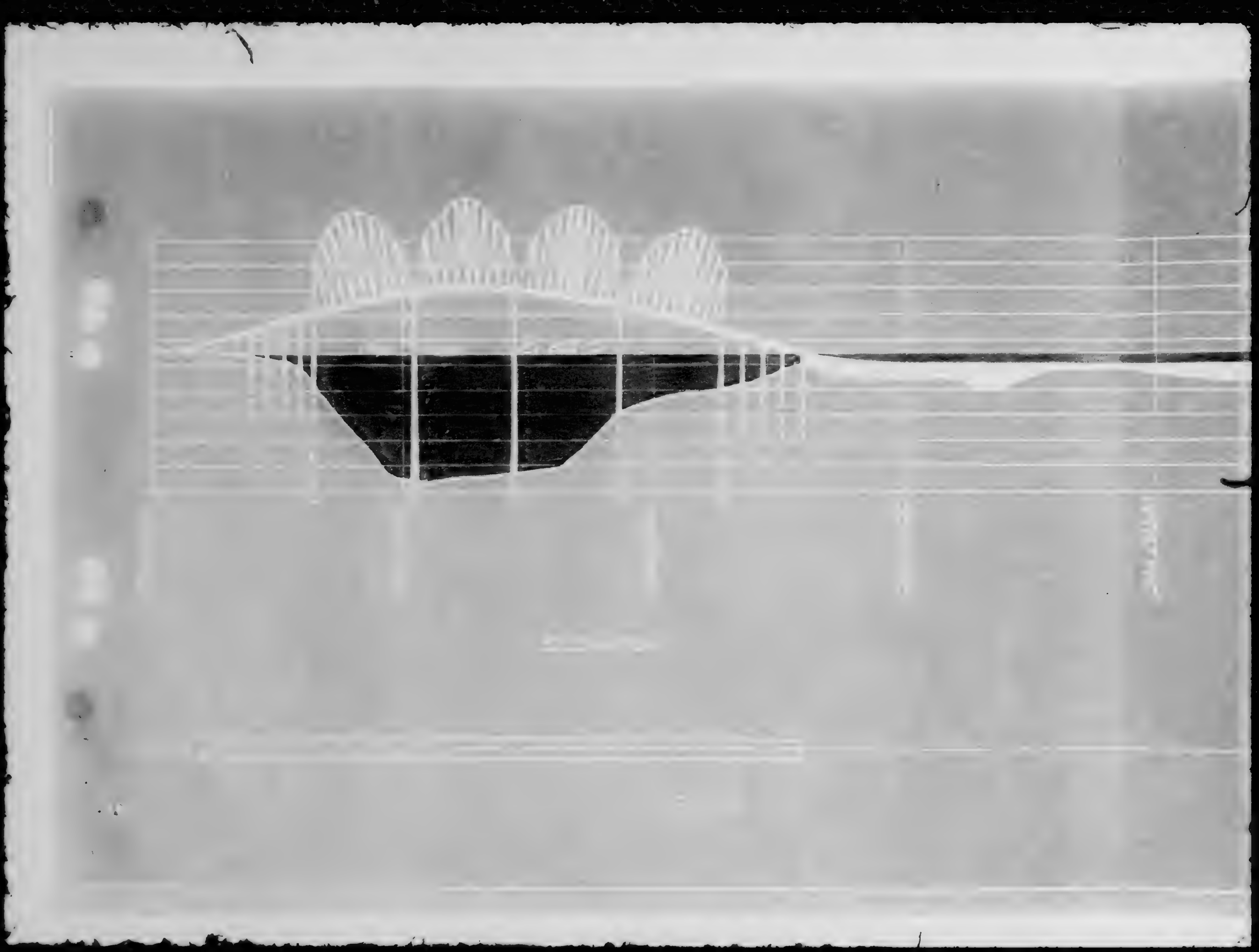
WHEREAS, at a Public Meeting attended by about 100 of those persons living for many years in the territory adjacent to the new Springfield Bridge on the Willamette River, it appears to be the unanimous opinion that the construction of a dirt approach upon the Westerly end of said bridge will unquestionably result in great damage to property owners and possible loss of life occasioned by the overflow of said river at high water times and the obstruction thereof by said dirt approach, and that such overflow will unquestionably destroy large portions of the present highway in said vicinity, now therefore be it

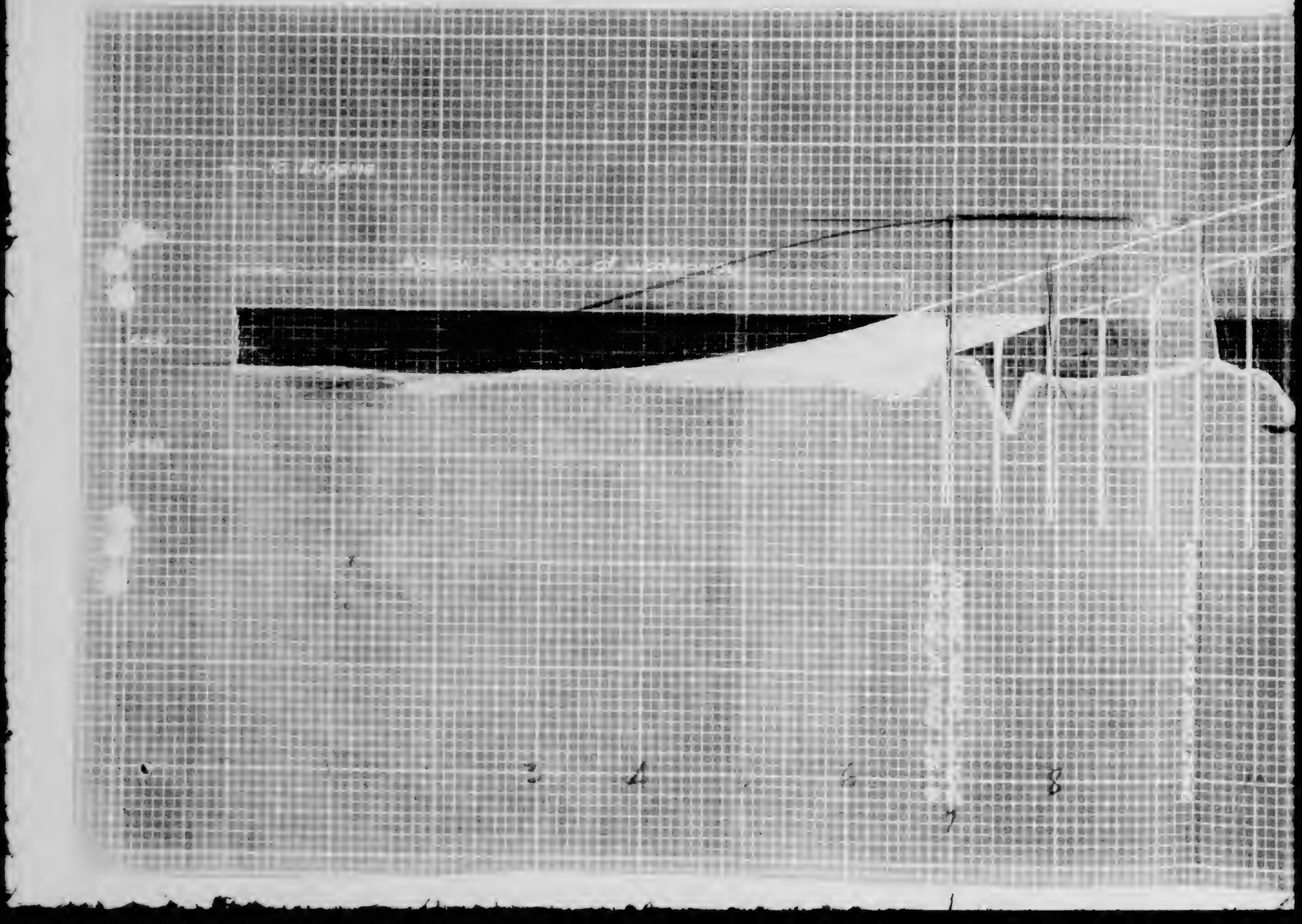
RESOLVED; that this meeting go on record against the construction of said dirt approach and respectfully petition the State Highway Commission to let no contract for the construction of a dirt approach at the Westerly end of said bridge, but that in lieu thereof, one or more cement arches be constructed at said West end of said bridge.

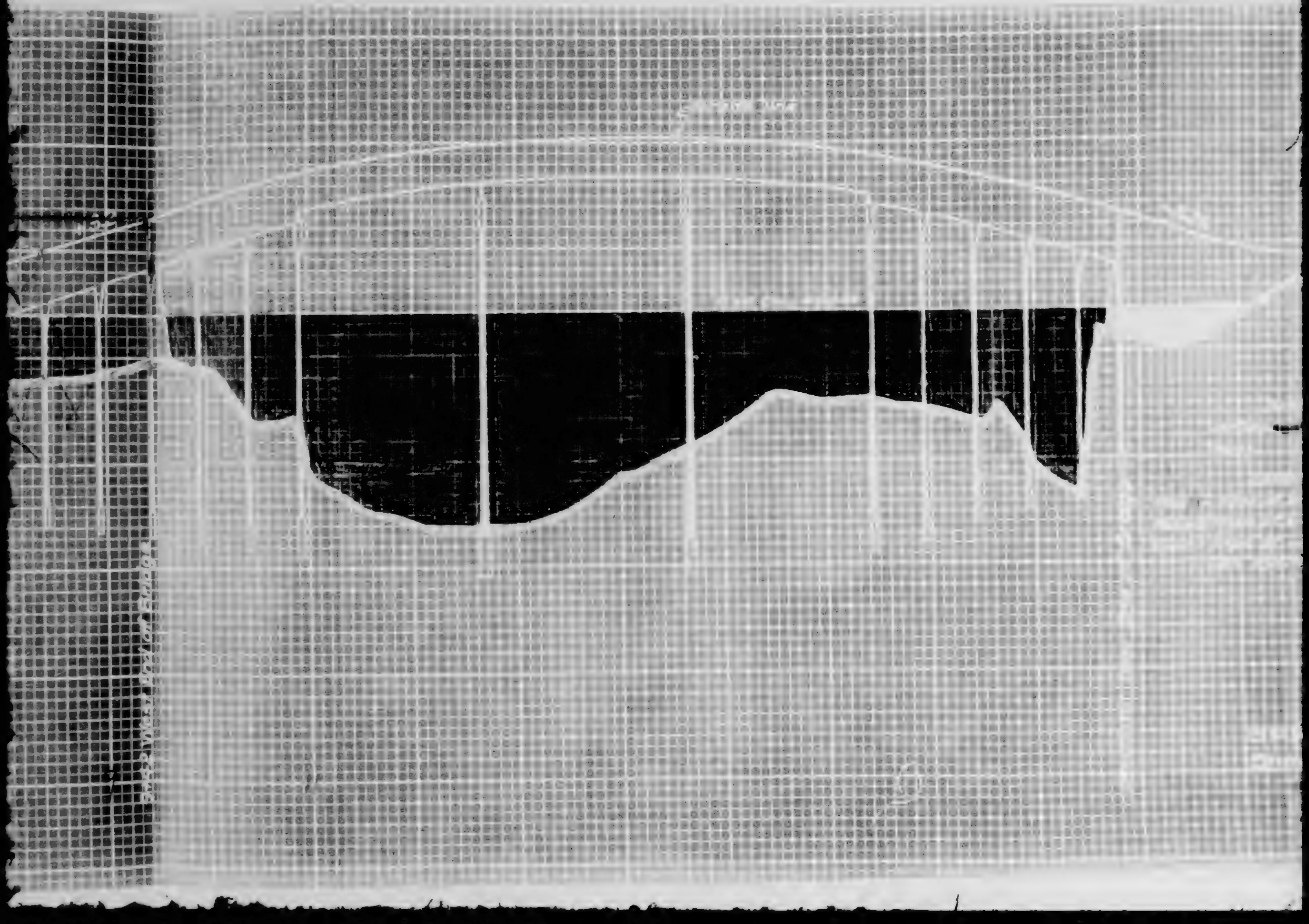
BE IT FURTHER RESOLVED; that a copy hereof be immediately sent to the State Highway Commission.

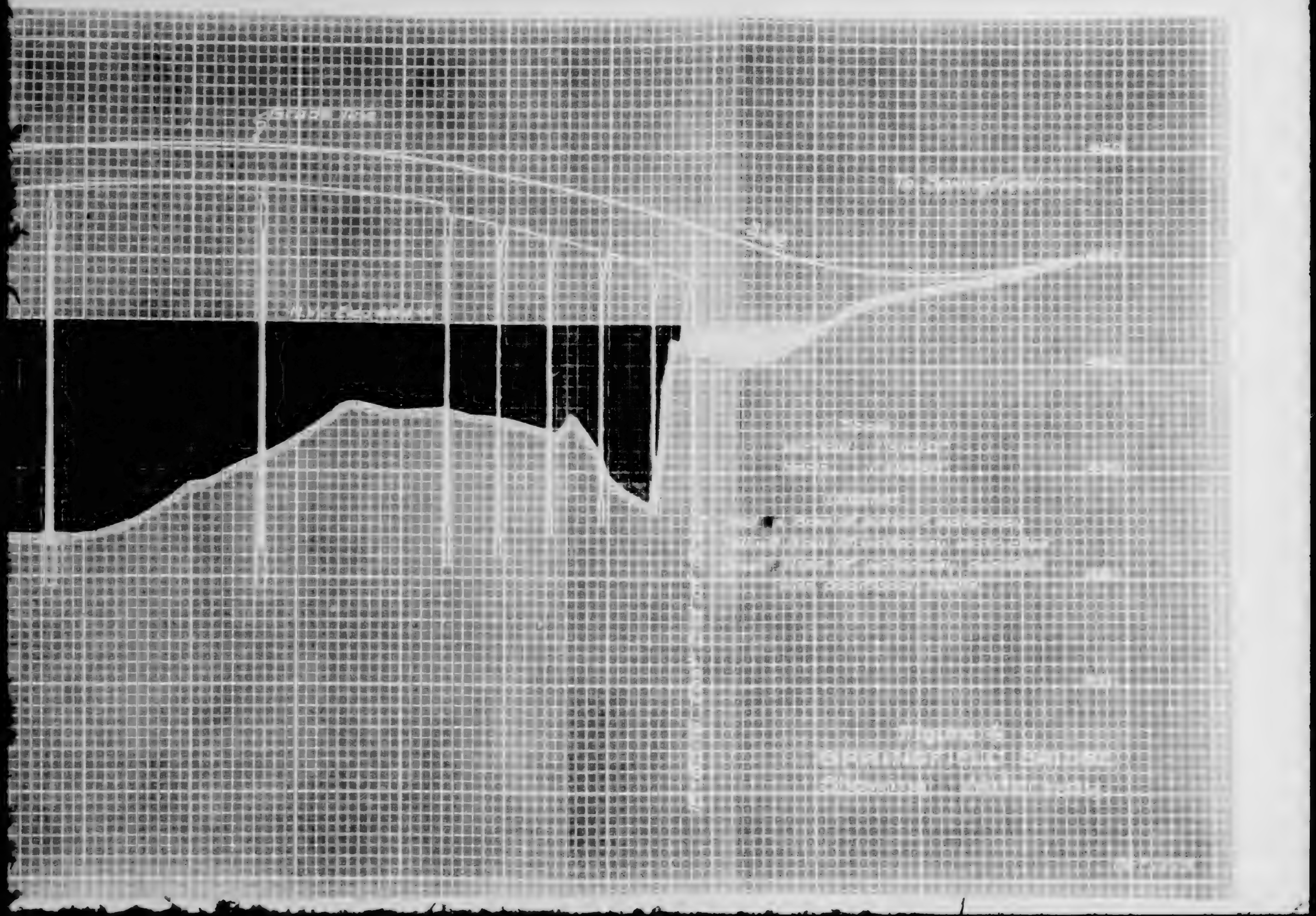
Lawrence N. Blowers
Chairman

Mrs John Baird
Sec.









Willamette

644889

Pacific Hwy to Eugene

New Bridge Fig. 1

RINGFIELD JUNCTION

Sta. 24+70.6

Mile 64.43

DON. LAND CL. Nº 82

R.R. Bridge Fig. 2

Present Hwy. Bridge Fig. 3

River

DON. LAND CL. Nº 63

644020

COUNTY ROAD

NORTH

SOUTH

Nº 1 Nº 2 Nº 3 Nº 4 Nº 5 Nº 6 Nº 7 Nº 8 Nº 9 Nº 10 Nº 11 Nº 12 Nº 13 Nº 14 Nº 15 Nº 16 Nº 17 Nº 18 Nº 19 Nº 20 Nº 21 Nº 22 Nº 35

31	E. J. Frasier + wife
31a	" "
32	Isaac Gray + wife
33	Oregonian Railroad C
34	Thomas C. Gorrie & wife
34a	" "
34b	" "
35	County of Lane

Willamette

D644889

NORTH C STREET

NORTH B STREET

NORTH A STREET

FOURTH STREET

SIXTH STREET

SEVENTH STREET

EIGHTH STREET

NINTH STREET

EUGENE-SPRINGFIELD ELECTRIC LINE

Sta PT 406+32.2

35

SPRINGFIELD

Mile 64.52

No 22

No 21

No 20

No 19

No 18

No 17

No 16

No 15

No 12

No 11

Mill Pond

SOUTH B ST.

SOUTH C ST.

SOUTH D ST.

SECOND ST.

THIRD ST.

MILL ST.

Bridge No. 2

D645

T.C. 30° 51'

BOOTH-KELLY LUMBER COMPANY

N 73° 29' W.

Mill Po

DON. LAND CL. No 62

Present Hwy. Bridge Fig 3

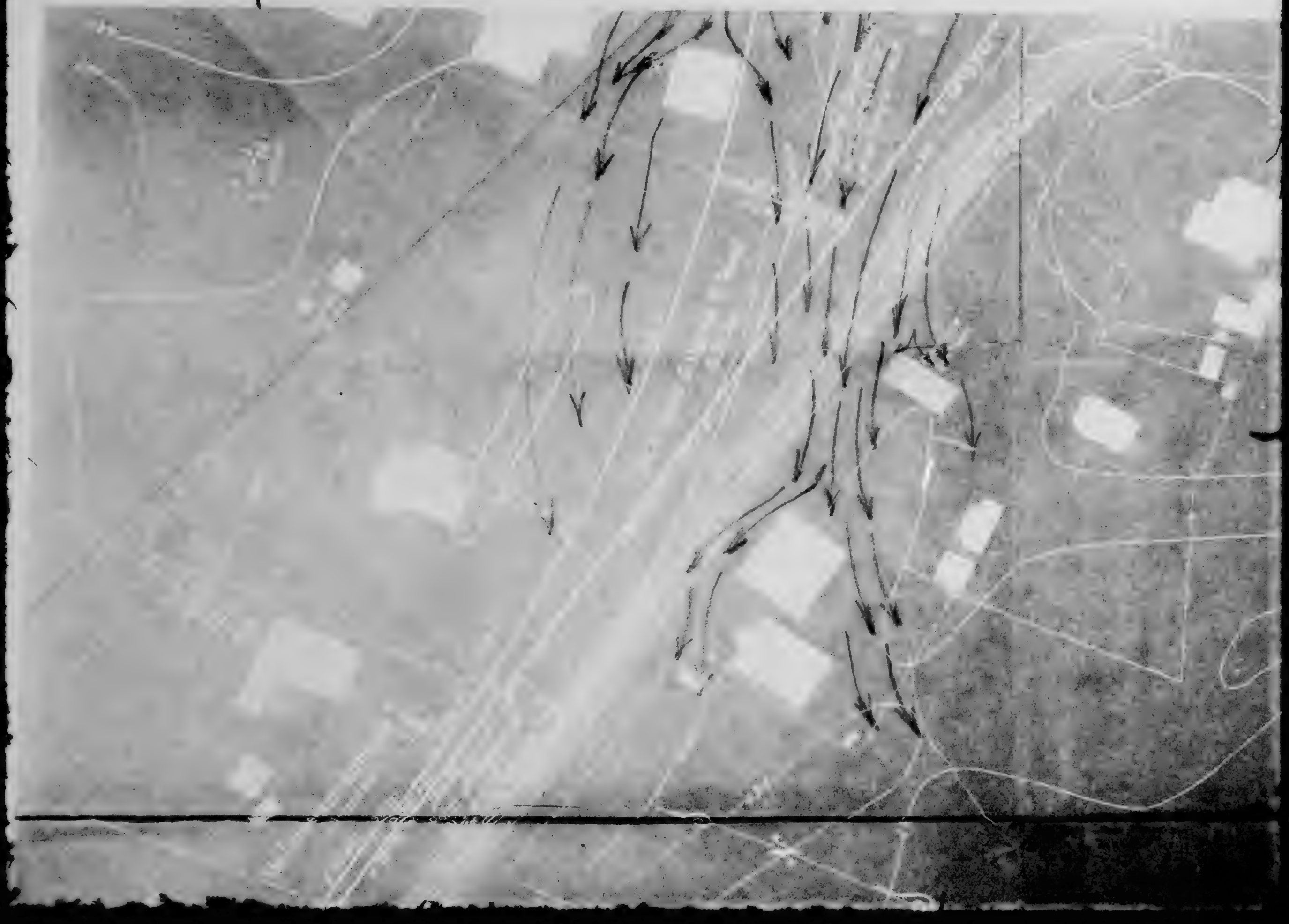
River

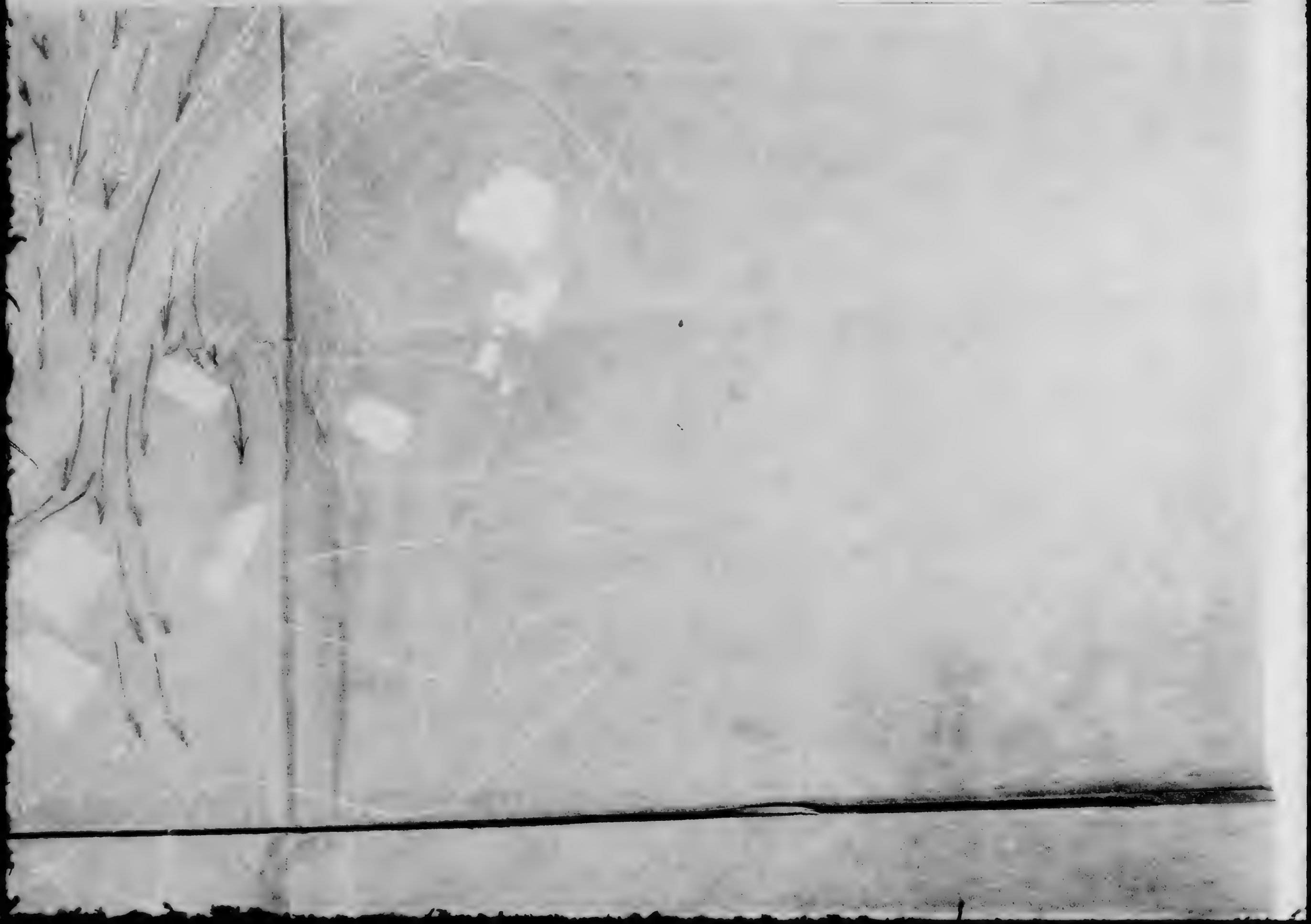
For details see station Map No S 1 (60799)

T.17S..R.3

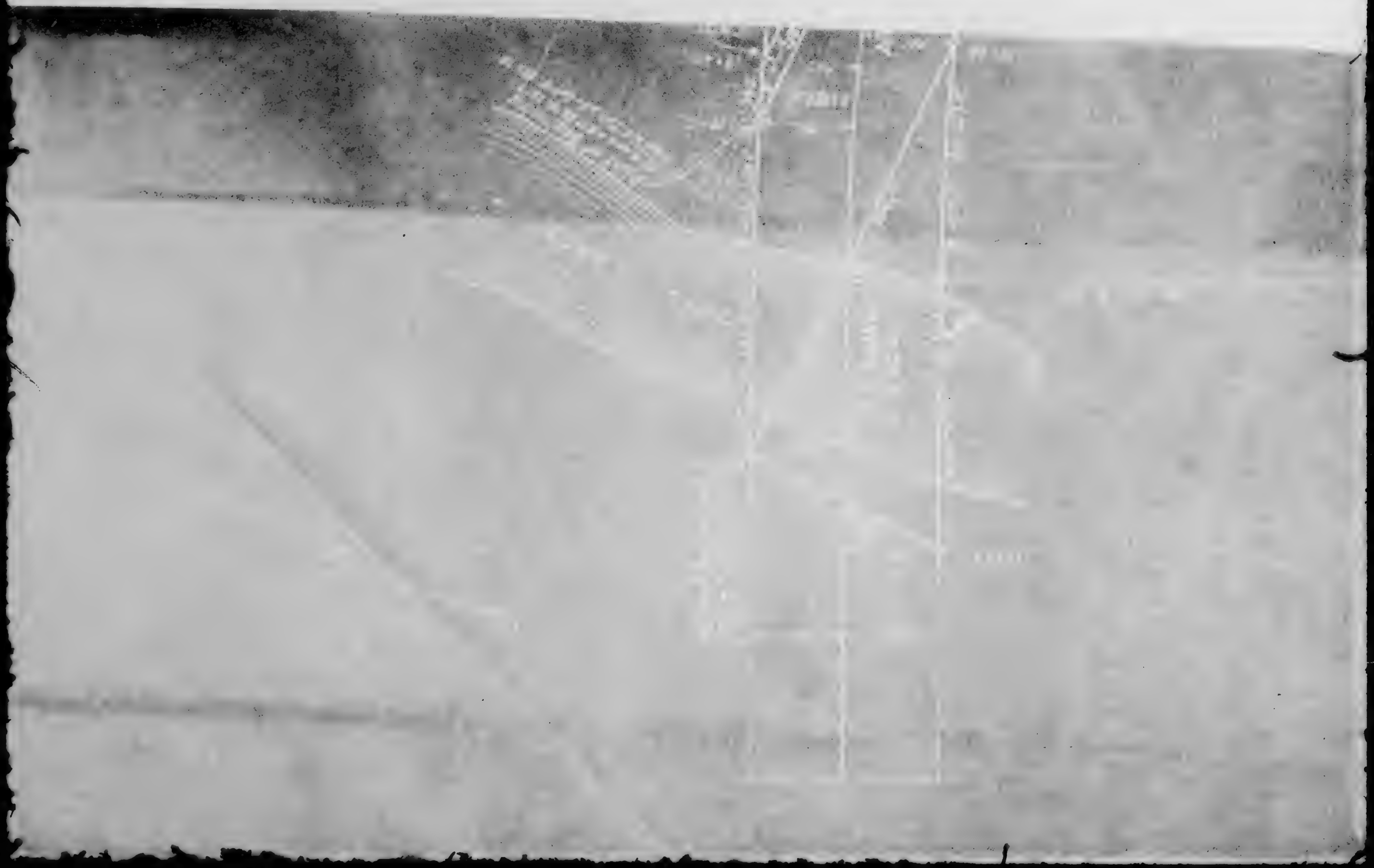
T.18S..R.3

No 63





T.17 S.
Oldham
B.B. & Anna Ollanta
Lot 4



RIGHT
LEFT

...ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

CLASS OF SERVICE
This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
NLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 437 State Street, Salem, Oregon TELEPHONE 61

PR103 31 1 EXTRA=EUGENE ORG 20 231P

1929 MAY 20 PM 2 55

OREGON STATE HIGHWAY COMMISSION=

SALEM ORG=

PR 117 B

EUGENE CHAMBER OF COMMERCE STRONGLY URGES WHATEVER REVISION IS NECESSARY IN PLANS OF EUGENE SPRINGFIELD BRIDGE AND PROMPT COMPETION RATHER THAN EXPENSE AND LONG DELAY INVOLVED IN APPEAL OF CASE= .

FRANK JENKINS PRESIDENT.

NOTED
State Highway Engineer

THE QUICKEST, SURREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

...ravel,it is necessary for all traffic coming to Springfield from the Pacific Highway,to detour approximately one half mile over the worst section of road in this section of the County and to cross a narrow rickety old ~~wooden~~ bridge that is usually considered unsafe for the present traffic.

We are expecting a heavy tourist traffic this summer and most earnestly hope that this bridge may be in commission for at least a part of it.

If we can be of any assistance to you in any way in helping to bring this about,kindly advise us.

Yours Sincerely,

Springfield Chamber of Commerce,

by Frank B. Hamlin

President

Springfield Chamber of Commerce

W. N. GOSSLER, SECRETARY

RECEIVED
MAY 21 1929
OREGON

May 20,1929

NOTED
State Highway Engineer

State Highway Commission,
Salem,Oregon.

Gentlemen;

In view of the recent developments in connection with the building of an approach to the bridge over the Willamette river at Springfield between this city and the Pacific Highway,I am authorized and directed by the Board of Directors of the Springfield Chamber of Commerce,on their behalf and in behalf of the citizens of this city and vicinity,to most earnestly request and urge the Commission to now revise their plans and proceed with the immediate construction of said approach,that the same may be completed and put in use at the earliest possible date.

We trust that the Commission may see fit to do this rather than to appeal from the decision that has been made by Judge Skipworth and thus deprive us of the use of this most excellent bridge,much to our detriment and to the detriment of the traveling public.

We would particularly call your attention to the fact that until said fill is completed and the bridge opened for travel,it is necessary for all travel coming to Springfield from the Pacific Highway,to detour approximately one half mile over the worst section of road in this section of the County and to cross a narrow rickety old ~~wooden~~ bridge that is usually considered unsafe for the present traffic.

We are expecting a heavy tourist traffic this summer and most earnestly hope that this bridge may be in commission for at least a part of it.

If we can be of any assistance to you in any way in helping to bring this about,kindly advise us.

Yours Sincerely,

Springfield Chamber of Commerce,

by Frank B. Hamlin
President

PR 117-B.

March 20, 1929.

Lamping and Company, Inc.
General Agents,
Standard Accident Insurance Co.,
818 Spalding Building,
Portland, Oregon.

Gentlemen:

Attention: Mr. J. S. Laird.

This acknowledges receipt of your letter of the 19th inst., in which was enclosed an assignment given by A. C. Matthews to A. B. Trunkey on behalf of the Standard Accident Insurance Company of Detroit, Michigan, for all sums of money earned and to be paid to Mr. Matthews in connection with the contract which was awarded to him by the Highway Commission for the grading of approaches to the bridge over the Willamette River at Springfield.

We are referring this assignment to our attorney for approval and if he finds no objections to the same we shall be pleased to see that moneys payable to Mr. Matthews are assigned in accordance with the provisions of the assignment.

Investigation of our records shows that no estimates have been paid to Mr. Matthews for this work to date, although estimate No. 1, in the sum of $1127.10, covering work done to March 15, 1929 is now in the course of payment.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JE

PR 117B

March 2, 1929

The Metropolitan Casualty Insurance Co.
of New York,
Wilcox Building,
Portland, Oregon.

Attention: Mr. M. L. Gilbert,
Bond Department.

Dear Sir:

Replying to your letter of the 1st inst. concerning claims against Lindstrom and Feigenson in connection with their contract for the construction of the bridge over the Willamette River at Springfield, wish to say that our letter of the 15th ultimo was somewhat in error. We have notice of five claims against this contract, but further investigation shows that all of these have been settled with the exception of H. W. Pohlman, in the sum of $1,750.00, for the erection of steel.

We have no knowledge of Mr. Pohlman's claim having been satisfied.

We regret that the information given you previously was misleading.

Very truly yours,

Roy A. Klein
State Highway Engineer

HEG:M

By

H. E. Glaisyer
Chief Clerk.

It seems that the error is on me in this case. There were five claims against this contract but in looking over the record carefully it is noted that they have all been settled except claim of H. W. Pohlman in amount $1,750.00 for erection of steel. This claim has never been filed thru the Secretary of State so it is quite possible that it also has been paid.

SCOFIELD ROWE, PRESIDENT

METROPOLITAN
CASUALTY INSURANCE CO.
NEW YORK
CHARTERED 1874

SERVICE OFFICE
BUILDING TELEPHONE ATWATER 4137
PORTLAND, OREGON

March 1, 1929.

H. B. Glaisyer, Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I hereby acknowledge receipt of your letter of February 15th regarding State Highway Contract #1033 for the construction of a bridge over the Willamette River at Springfield on the McKenzie Highway.

I notice in the second paragraph of your letter reference to claims which have been filed against this contract. Unfortunately I have no record of this and would ask that you kindly give me a complete list of the claims which may be outstanding at the present time.

Yours very truly,

M L Gilbert

Bond Department.

MLG:MLL

Yes, there are two claims

ANSWERED
H. B. G.

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO.
OF NEW YORK

CHARTERED 1874

PORTLAND SERVICE OFFICE
WILCOX BUILDING TELEPHONE ATWATER 4137

MALCOLM L. GILBERT, MANAGER
SURETY DEPARTMENT

PORTLAND, OREGON
March 1, 1929.

H. B. Glaisyer, Chief Clerk,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I hereby acknowledge receipt of your letter of February 15th regarding State Highway Contract #1033 for the construction of a bridge over the Willamette River at Springfield on the McKenzie Highway.

I notice in the second paragraph of your letter reference to claims which have been filed against this contract. Unfortunately I have no record of this and would ask that you kindly give me a complete list of the claims which may be outstanding at the present time.

Yours very truly,

M L Gilbert

Bond Department.

MLG:MLL

Yours Please give me a list

ANSWERED
H. B. G.

PR117-B

February 28, 1929

County Court of Lane County,
Eugene, Oregon.

Gentlemen:

The contract for the construction of the bridge over the McKenzie River on the McKenzie Highway at McKenzie Bridge has now been awarded to the Northwest Contract Company of Portland.

The agreement between the county and the state in covering the cost of this structure was that the county would assume 25% of the cost and the state 75% of the cost. A resolution to this effect is enclosed herewith in quadruplicate. It is requested that all four copies be signed and three of them returned to this office. The fourth copy you may retain for your records and files. Will you also please make this a matter of record in the minutes of your County Court proceedings?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBG:S
Enc. 4

H. B. Glaisyer
Chief Clerk

File

Springfield Bridge

Eug. Feb. 25 - 29

RECEIVED
FEB 28 1929
OREGON
HIGHWAY COMMISSION
SALEM

117 B

Eug. Feb. Filing

Lemon to Mingle.

Re an obstinate U.S

promotion fuel a little

cold coal. Now Mr. Lemon they tell me in

Eliots dormitory you are a real good scout. and

I believe it sincerely. So let us have peace in

the forest dear neighbor. life is too short to have

Civil War, in regard to our most appreciated

Road program.

Now don't pull in a solid fill to the

Lemon, give us arches or bents. It is cost

a little more, it is good business and God saves

and the Common-sense, honest, industrious folks

of Eliot Springfield and Sunnyside, will just

love you and that you so much. Don't pay any

attention to George Davenport or Brown. they are

both in their second-childhood, but give the rest

of us a fair and square deal. Join in with

us in getting the fill in S. P. & out of the

Roy Klein
Salem, Or.

Eugene, Or. Feb. 25-29

RECEIVED
FEB 28 1929
OREGON
STATE HIGHWAY COMMISSION

117 B

Well Roy mighty big. Just Finding
Out an Old Fellow Mississippian is Thought.
I might as well try to make an obstinate U.S
Citizen, realize our Highway ammotion fast a little
and see. Now Mr. Klein they tell me in
Politics dominoes you are a real good scout, and
I believe it sincerely. So let us have peace in
Travel, dear neighbor. Life is too short to have
Civil War, in regard to our most appreciated
Road program.

Now don't put in a solid fill Mr Klein, give us arches or Culverts. It is cost a little more, it is good business and God sent and the Common-sense, honest, industrious folks of Ellensburg, Springfield and Snoqualmie, will just love you and elect you forever. Don't pay any attention to George Davenport or Brown. They are, both in their second-childhood, but give the rest of us a fair and square deal. Join in with us in getting the fill in S.P. & out of the

I

II

way so it is throttled, and help us to get the old Ferry boat, that Enoch, sunk in the Willamette in the year 1890, so the River can forth, and we can get barges over to Springfield and West-Springfield. That will save our high loaded highways for the pernicious Auto-Cars, and in all that lies happy forevermore.

The Willamette will in time of flood have ample outlet, and by the grace, love, power, righteousness of our Saviour, who died for our sins, and sent the Holy Ghost to guide us in all our dealings. We shall love one another & work together in pleasure. Make Eden a Garden of Paradise. and those Luciferes and all his angels to Purgatory.

Love and Greeting from all of us in West Springfield and Springfield.

Yours truly Hannah Scott. B. D. Whitney

The Flood Situation in West Springfield or Glenwood.

First let us review the history of the Willamette River in order to properly understand the flood situation. The Willamette used to fork at Willamette Heights, located due south of the town of Springfield and at that time Springfield was subject to overflow to the extent of four to six feet of water on Main Street, the principal business avenue of said town. Then the S. P. Railroad in building a railroad to West Fir prevented the river from entering Springfield, amply assisted by the dikes East of the mill pond put up by the Booth Kelly Lumber Company.

The Willamette River then in time of flood swung around Willamette Heights on the west side and sent two main streams of equal size, one along the south bound S. P; track, terminating at Judkins Point where the stream joined the mill race going through Eugene, and the other stream west of Willamette Heights proceeded along Emerald Heights past what is now Chase Gardens. Then in 1890 Frank Chambers sunk the old ferry operated between Eugene and Chase Gardens and blocked the river so it all together was held towards Eugene. In order to save the city from overflow the S. P., like it did at Springfield, errected a wall from Eleventh Avenue to Eighth Avenue and the Willamette surried around Skinners Butte.

In 1905-06 the S. P. R.R. erected a Y between the two tracks leading south and east. A.Y in the form and shape of solid fills except for an opening of 102 feet to allow half the Willamette River to pass through.

The consequences naturally would be Glenwood, located between the tracks, became a veritable lake with the stream unable to pass through the opening.

Form 56—C-10767—2M—12-28

PR 1178

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED
L S SAWYER

Date Feb.23,1929, *192*

Job name Spr. Bridge Approaches *Week from* 2-16 *to* 2-23

Mail address

Highway McKenzie *Telegraph or telephone address*

County Lane *Job prefix* 29 P C - 1 *Express and freight address*

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Saw Contractor on Tuesday and told him how far to dig under the bridge, and also about putting up batter boards to run slopes of fill by.

On Wednesday went over to the bridge and told foreman the same things. Foreman claims that he is putting in the fill 160 loads of 1 1/2 yards each per day . The number of loads is all right but probably the amount per load is not much more than 1 cu. yard. I checked the time of round trip and made it 10 m.30 sec.. Of this time 2 min.30 sec. was spent in loading 6 dippers per load.

Total amount of material in fill now about 2000 yards.

RECEIVED
FEB 25 1929
DIVISION ENGINEER
DIVISION NO.

(See back of this sheet for instructions and detailed information.)

Signed M. Lisley

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1033

Land Co

PR 117-B

February 15, 1929

Metropolitan Casualty Insurance Co. of New York,
Fred A. Sahlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1038 for the construction of a bridge over the Willamette River at Springfield on the McKenzie Highway in Lane County has been completed by the contractors Lindstrom & Feigenson and that final settlement will be made by the State with said contractors for work done under said contract or after February 15th, 1929.

The State has been advised of claims against this contract, all of which you have also been advised, but the State assumes no responsibility for these or any other claims which may be filed against this contract.

This notice is served upon you as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractors in connection with this contract will be $126,3??.08 including the final payment. Of this amount $714.16 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR-117-B

Feb. 18, 1919.

Bureau of Public Roads,
P. O. Box 5900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement, covering the Springfield Bridge Section of the McKenzie Highway, Project No. 117-B. This estimate has been revised to include the approach spans on the east end of the structure. Three copies of the price agreement for these spans are also enclosed.

This estimate has been held pending the award of the contract for the grading of the approaches. Formal award was made by the Commission for this work to A. C. Matthews on January 29th.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Prebert,
Office Engineer.

Dictated by J. W. Nash/R.
encl.

Oregon State Highway Department — Project No. 117-B

SPRINGFIELD BRIDGE SECTION OF THE McKENZIE HIGHWAY

IN LANE COUNTY

(Estimate as basis for modified agreement. Based on contract prices. Revised to include approach spans on east end of structure)

Salem, Oregon, Feb.13, 1929.

Structure

800 cu. yds.	Excavation	3.00	$ 1,800.00
100 " "	" below plane	5.00	500.00
400 " "	Class "B" Concrete	18.00	7,200.00
550 " "	" "A" "	21.00	11,025.00
640 " "	" "P" "	25.00	16,000.00
310,000 lbs.	Metal Reinforcement	.0375	11,625.00
1,000,000 lbs.	Structural Steel	.065	65,000.00
1,720 lin. ft.	Handrail	5.00	8,600.00

Approach Spans

52 cu. yds.	Excavation	2.70	140.40
3 " "	" below plane	4.00	12.00
102 " "	Class "A" Concrete	19.25	2,041.50
101 " "	" "P" "	18.00	1,818.00
45,000 lbs.	Metal Reinforcement	0.03375	1,518.12
180 lin. ft.	Concrete Handrail	4.50	810.00

Roadway Approaches

All required	Clearing & Grubbing		15.00
14,000 cu. yds.	Embankment in place	0.39	5,811.00
		Sub-total	$ 140,396.22
		10% Engr. & Cont.	14,039.82
		Total	$ 154,436.04

Length of Structure 841.16 feet
Length of Approach Fills 1894.19 feet
Length of Project, 2736.35 feet, 0.522 miles
Cost per Mile, $296,447.82

State funds available, $58,351.28
Federal Aid Requested 96,106.76 (62.25%)

$154,458.04

State funds for construction: - Chap. 173, Laws 1917: Chap. 81, Laws 1920.
State funds for maintenance: - Res. Aug. 17, 1917: Chap. 257, Laws 1917.

PR117-B

February 6, 1929.

Mr. John H. Bower,
Moter Route B,
Eugene, Oregon.

Dear Sir:

I am pleased to acknowledge receipt of your letter of January 21, 1929 concerning flood conditions at West Springfield. Your statements indicate that you have a good first-hand knowledge of conditions which exist there and your observations and suggestions are worthy of considerable thought and study.

In reply would say that while the flooding of the Pacific Highway between Judkins Point and McVey Crossing is of serious concern, we do not feel warranted in undertaking or proposing an extensive flood prevention project which would necessitate a very careful survey and study of the entire situation both on the north as well as the south side of the river having in mind the many other interests which are involved. We appreciate, however, your friendly interest in our problem.

There is one point of your letter which I would like to correct in reference to your comment on the McKenzie Highway which I am sure you must appreciate. It is not contemplated that the roadbed of the McKenzie Highway will be 80 feet wide. That is the width of right of way. The width of the roadbed will be approximately 30 feet or sufficient to give an ample shoulder outside of the traveled width of the roadway.

With further reference to the pavement at Judkins Point, this pavement is our standard 20 foot width and regardless of what improvement might be made in flood prevention, it is anticipated that the pavement width would remain at 20 feet with ample shoulders until such time as this might be made a city street in the event of municipal development in that direction.

Very truly yours,

State Highway Engineer.

HAK:HI

Motor Route B
Eugene, Oregon
January 21, 1929

Mr. Roy Klein
State Highway Engineer
Salem, Oregon

Dear Mr. Klein:

From your letter printed in the Springfield News a month ago we understand that the matter of the approach to the Springfield bridge was postponed until spring, and during the interim your office was going to make a study of the river and local conditions.

We would like to submit a few suggestions for your consideration, in the hope that they may be of benefit to you and that in return you may be of help to us. A petition has been circulated and signed and filed in the county court of Lane County asking for the organization of a diking district under the provisions of Chapter XII Title 41, Oregon Laws, and the court has ordered us to file a bond in the sum of $500.00 to cover cost of preliminary survey. This bond has not yet, and possibly will not be given, but the matter is still pending till it is filed.

The proposed district would take in the S.P. Railway from the overhead crossing at McVey Point, to the millrace at Judkin's Point, and also all the territory between the railroad and the river.

In that territory you are deeply interested for in it you have the overhead crossing, two miles of highway, and part of the Springfield Bridge with its approach.

At the last high water two years ago you received damage of about $4000.00., I understand, through the washing out of the pavement at the overhead crossing and the erosion of the earth shoulder all along the highway. At Judkins Point the water covered the highway about ten feet deep and stopped traffic a couple of days. And where the highway goes under the R.R. track the Highway was washed out to a depth of fourteen feet. No action has been taken to prevent similar damage at the next and at every recurring flood.

We would like a comprehensive plan for the protection of this territoy from floods, and we think that you are equally interested in it, for the protection of the highway.

It might be that if you could make the survey and estimate of the cost, that we could, through our proposed diking district, assume a portion of the expense and assess it to the property benefited. In any event a preliminary survey would not be a very expensive undertaking for you.

I have no doubt but that your office already has full data, but I will call your attention to the following points.

At the overhead crossing there is a break about four hundred feet wide in the river bank.

In floods the water flowing in through it runs down a slough and all over the first bottom, covering about half the ground between the highway and the river. When the river gets still higher a branch of it crosses the Pacific Highway at the foot of the overhead crossing and runs across the higher flood plain toward Judkin's Point, in several shallow channels, the channel along the R.R. track being the largest and when the S.P. built the line across into Springfield they made a trestle over this channel but threw up an earth embankmen that shut off all the other channels. As a result, trash and debris floated to the trestle and partially dammed the larger channel and much of its water and all other channels joined in a flood stream which ran around the end of the fill and dug out the highway and caused very serious damage to other properties. Now when the earth approach of the new bridge is put in, it will be across part of the first bottom before mentioned and part of it will lie on the edge of that flood stream formed by the R.R. fill. This flood stream carried Seaver's two story store building from the R.R. track down to the location of the earth approach of the new bridge and washed out cement walls of the greenhouse there.

A similar flood might be expected to wash out the fill or else form a current destructive of the highway if diverted by the fill onto the highway.

If an earth embankment or a substantial cement wall was built on the high bank between the first bottom and the flood plain, from the overhead fill to the new bridge fill it would shut out all those waters which did the damage last time. I am informed that in last flood this high bank throughout most of its length was barely covered by water, only six inches to a foot in most places.

At its upper end the wall or dike should be at least ten feet high and rippapped or faced with cement if it is made of earth, but through the rest of its course an average of six feet would be more than ample. It would absolutely eliminate damages to the new bridge fill or to the highway between it and the overhead crossing. It would protect the R.R. also, which suffered at the last flood so that it is said to have cost them $10,000 to put their track in good order and it would protect the residents from the rush of water.

But down near Judkin's Point there is another difficulty, perhaps more difficult to handle and that is the backwater which covers this highway and makes it impassible in ordinary high water almost every winter.

From the new bridge down to Wilfert's Gravel Plant there is a continuation of the high bank at the back edge of the first bottom so that down to Wilfert's a dike could be made that would be sufficient.

But from Wilfert's down to the head of the millrace and for some hundred yards or more down the race the highway is at the immediate edge of the water. There may be enough width for a cement flood wall between with its necessary abutments or wings.

It would be worse than useless to build such a wall there unless there was first built the dike from the overhead crossing down to Wilfert's to keep the water from going behind it.

Assuming that such a dike is built, then a wall about six feet high at Wilfert's and over twelve feet at the head of the millrace and continuing till it ran out on a level on the highway at it approaches Eugene would keep out the water from the river. Some arrangement would have to be made for the waters of Judkin's Creek which runs under the highway at the head of the millrace. Perhaps a tidegate.

I would call your attention to the fact that there is no sign or guard rail to keep cars from going into that creek, especially when the roadway is covered by water, and it is very dangerous, in fact a death trap and should be fenced at once.

If such a retaining wall is built and the highway is raised to within a couple of feet of its top it will be possible to double the width of the highway which at present is very crooked and only wide enough for two cars to pass. If it is desirable that the McKenzie Highway should be eighty feet wide, certainly the Pacific Highway at this point, which is one of the busiest points in the state and likely to continue so, should be at anyrate forty feet wide in order to be safe. I do not say fully adequate.

There is another matter which perhaps belongs as much to your legal department as to you and that is the obstructions placed in the river at this point by the millrace owners to divert the river to its south bank at the head of the millrace.

I have a map made about twenty-five years ago which shows a twelve acre tract between the present highway and the river, but now such tract is entirely in the river. I am informed that the river channel was obstructed by a brush and gravel dam which has caused a gravel island to form now growing up in willows, and later they built cement sheer dams on the top of a natural rock ledge, which the river had uncovered from the gravel island to the head of the millrace.

I do not know what authority they had to do this, nor do I know any authorities having power to grant them the right so to divert the river, to the great and growing damage to the highway and adjacent lands, and I believe such an obstruction in the river channel is unlawful and constitutes a purpresture or public nuisance which should be abated by an action brought by the attorney general in the name of the State of Oregon upon request of the State Highway Commission.

I believe the matters I have suggested worthy of your careful study, and that they constitute a plan which at a very moderate expense would relieve the highway at four very critical points.

1 At the base of the overhead crossing.
2 At the end of the R. R. Embankment.
3 At the fill approach to the new bridge.
4 At the head of the millrace.

Trusting that you will receive this letter in the same friendly spirit in which we offer it, I am awaiting your reply

Yours very truly,

John H Bower

JHBOWER:B

Motor Route B
Eugene, Oregon
October 16, 1928

Chief Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

In regard to the earth fill at the west end of the Springfield bridge. I noticed that the meeting of the commission you offered to put in a revetment.

Permit me to offer you what I believe to be a better plan, which is to put a dike on the river bank all the way from McVey overhead crossing to connect with the fill at the new bridge, the distance is not much if any over half a mile.

At McVey point two branches of the river join, and there is a low swale about a hundred yards wide through which a lot of water leaves the main channel, part of it running alongside the road and part crossing the road and following along the railroad track to the head of the millrace at Eugene. At the last flood this part carried out a part of the highway, while the first part dug a hole 14 feet deep in the road at the end of the Rail Road fill in West Springfield.

The whole of the West Springfield flat will be subject to such floods until such a dike is built.

It is possible that by confining all the water to the main channel there, it might be necessary to also make a dike from the end of the old wagon bridge or from the end of the new bridge on the Springfield side, north about four blocks to the high ground on D Street.

State Highway Commission 10/16/28

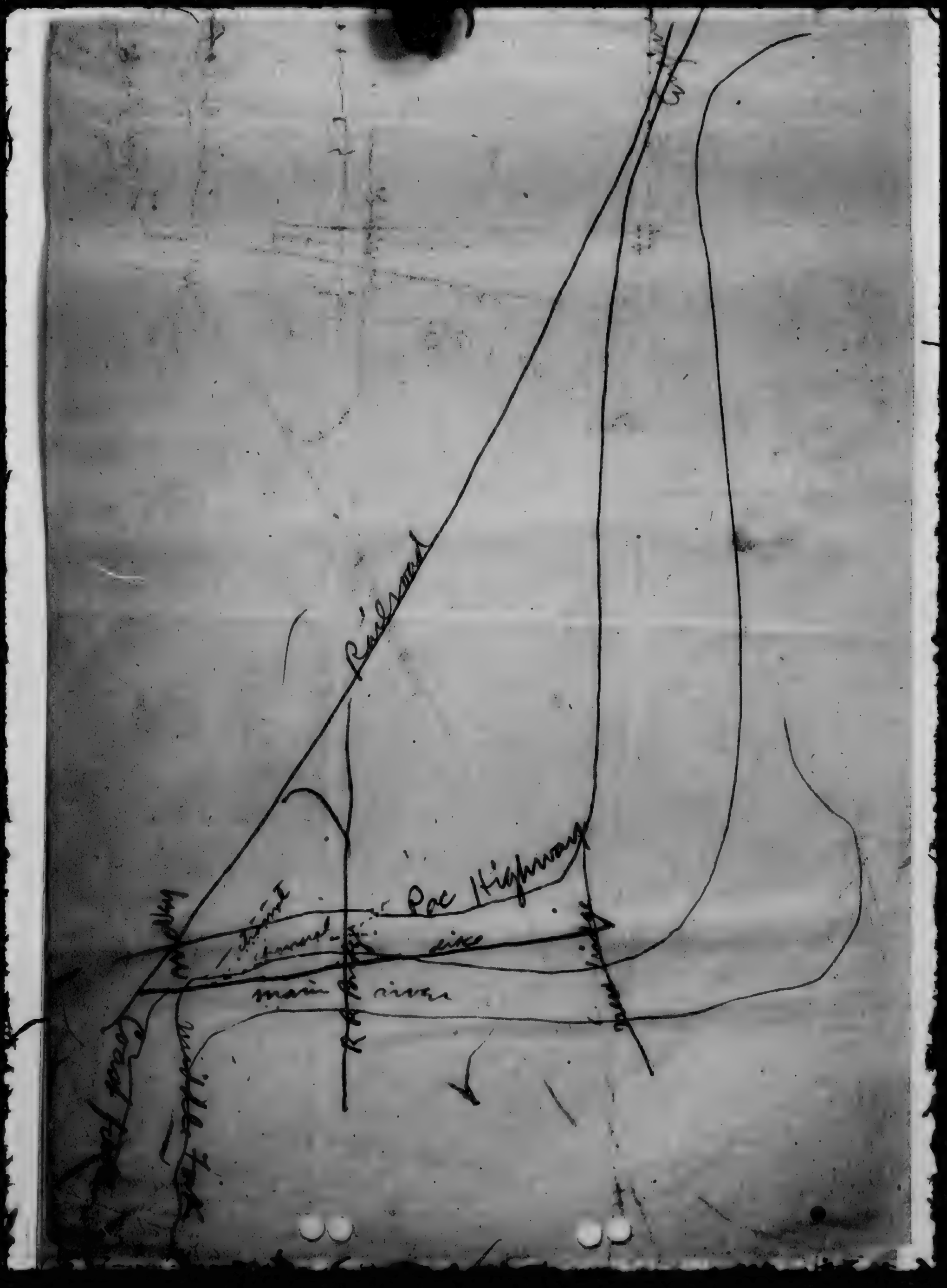
If you would help to the extent of having your office make a preliminary survey of the location and probable cost of connecting the fill at the overhead at McVay point with the fill at the west end of the new bridge, and would offer to donate toward such dike the cost of the revetment you have already offered to build, providing West Springfield would immediately organize itself into a drainage district and put in the amount necessary to complete the dike, I believe that there are enought interested living in West Springfield to put the thing over with a rush and I pledge myself to push the matter, I have been talking and writing about this since the last high water and think I know whereof I speak.

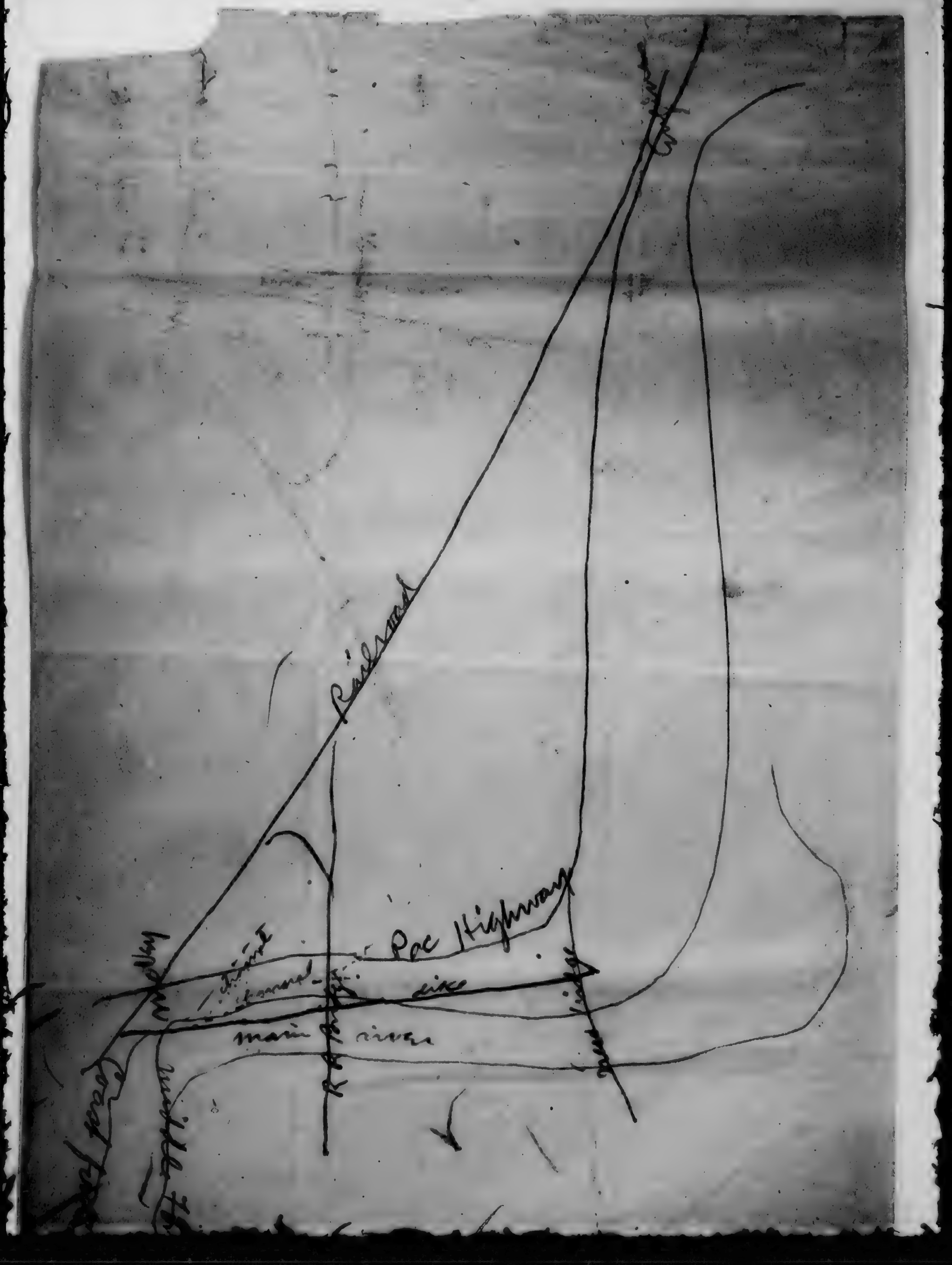
Please favor me with an answer if possible.

Yours truly,

J. H. Bower

JHBower:B


Railroad
Poc Highway
Joint
channel
river
main
river


Railroad
PSC Highway
main river

Oregon, Feb. 6, 1929.

PR117-B

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

I am in receipt of information from Lindstrom & Feigenson segregating the total cost for structural steel work on the Springfield Bridge, as per the schedule given below. Based upon these total costs, I have proceeded to establish unit costs based upon the following assumptions:

1 - The contract weight
2 - The actual weight
3 - 95% of the contract weight
4 - 90% of the contract weight

I have assumed that the unit cost for steel f.o.b. station and the unit cost involved in hauling the steel from the station to the bridge site would remain constant. For the other items, to-wit: falsework, erection, painting, equipment and overhead, I have assumed that the total cost would remain constant, but the unit cost would vary inversely with the tonnage which assumptions are very closely in accordance with fact.

Based upon these assumptions, I find the actual costs to the contractor to be as follows:

Based on contract weight - - - - - - - - - - - - - - - - - -	$6.668	per cwt.
Based on actual weight- - - - - - - - - - - - - - - - - - -	7.021	" "
Based on 95% contract weight - - - - - - - - - - - - - - -	6.780	" "
Based on 90% contract weight - - - - - - - - - - - - - - -	6.906	" "

I have computed the difference between the actual and contemplated costs for the actual weight, for 95% of the contract weight and for 90% of the contract weight and have applied these differentials to the actual tonnage placed, arriving at the following results:

An adjustment on the entire under run would amount to $3210.88. An adjustment on all under run in excess of 5% would amount to $2192.13. An adjustment on all under run in excess of 10% would amount to $1046.04.

My detailed calculations are as follows:

Item	Total cost	UNIT COSTS (Cwt) Based on			
		Contract Wt.	Actual Wt.	95% Cont. Wt.	90% Cont. Wt.
Steel f.o.b. sta.	40694.47	4.474	4.474	4.474	4.474
Hauling to site	453.-	.050	.050	.050	.050
Falsework	5882.14	.555	.647	.584	.617
Erection	8847.00	.835	.973	.879	.927
Painting	3145.38	.297	.346	.312	.330
Equipment	1800.00	.170	.198	.179	.189
Overhead	3041.10	.287	.334	.302	.319
TOTALS	63863.09	6.668	7.021	6.780	6.906
Unit Diff. actual & contemplated		-----	0.353	0.241	0.115
Total Diff.actual & contemplated		-----	3210.88	2192.13	1046.04

As a matter of equity, I think Lindstrom & Feigenson are entitled to the entire adjustment. As a matter of precedent, I don't know what to think. The following is a tabulation of a few of our steel jobs where the steel has under run:

JOB	Structural Steel		Entire Job Without extras	
	% under	% over	%under	%over
Smiths Ferry	14.3	----	9.5	----
Harrisburg Bridge	4.8	----	3.6	----
Luckiamute River	5.0	----	3.4	----
Wrights Bridge	4.1	----	12.7	----
Coburg Bridge	13.7	----	15.8	----
Yokum Bridge	4.8	----	6.9	----
Tillamook River	22	----	No record of final cost	
Johnson Br. over Trask River	19	-----	" " " " "	

You will note that we have had some under runs even more pronounced than the Springfield Bridge and have not adjusted on any of them. The fact that the steel is under running is rather encouraging. It indicates we are improving our details and that our later designs are cutting under our original cost curves. However, it has worked a hardship on the contractors and if we make this adjustment, we should adopt a fixed policy in the future, reciting the same fully in our special provisions.

I am writing this communication rather than taking it up with you personally, as I thot you would want to study this over before conferring with me in regard to the same.

Very truly yours,

Bridge Engineer.

CBMcC:P

FORM 2-S-L-2-8706 1M 3-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

RECEIVED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

OFFICE OF J. S. SAWYER, DIVISION ENGINEER
SALEM

January 28, 1929 20-PC-1

PR 117-B

Mr. Roy A. Klein
State Highway Engineer,
Office.

Dear Sir:

Reference is made to our recent conversation in regard to the grading of the approach fills to the Springfield Bridge, the contract for which has not yet been submitted to the low bidder, A. C. Mathews, for execution due to weather conditions.

The following is quoted from a letter from Mr. Raymond Walsh, Resident Engineer, Eugene, reporting on his latest conference with Mr. Mathews;

> "A. C. Mathews is ready to sign the contract for the Springfield Bridge approaches. He will begin making the fill on the east side of the river at any time. Mathews does not want to commence work on the west side of the river until the flood season is passed."

In view of the fact that Mr. Mathews is willing to sign up the contract and proceed with the work and has expressed a desire to begin work on the Springfield side at any time, saying that if water conditions did bother him it would only cause him to move his shovel off the bar until the water went down again, it is my recommendation that the contract be sent out for his signature promptly.

Under normal conditions if we are to have a flood in the Willamette River this winter it should come between now and the first of March, after which time I think it would be safe for Mathews to start work on the west approach.

Very truly yours,

J. S. Sawyer,
Division Engineer.

JSS:JS

PR 117-B

NOTED:
State Highway Engineer
file

January 26, 1929

Mr. Paul R. Kelty,
The Register,
Eugene, Oregon.

Dear Sir:

Judge Sawyer asked me to send you the following, taken from the minutes of the Highway Commission meeting of October 30, 1928:

"The Engineer recommended that the construction of the embankment approaches to the Willamette River bridge at Springfield be deferred until Spring due to the lateness of the season and the possibility of washout of unprotected fresh fills. This would give further opportunity to study flood conditions in West Springfield in the event of high water this winter. The Engineer recommended that the certified check of the low bidder, A. C. Mathews, whose bid was submitted at the September 25, 1928 meeting, be returned unless he desired to have his bid held pending further action by the Commission. This action approved by the Commission.

Very truly yours,

RAK:M

Ray A. Klein
State Highway Engineer.

#1033

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

PR 117-B

STATE OF OREGON
Department of State
SALEM

January 25, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received a letter from Mr. L. L. Ray, Attorney, Eugene, Oregon, advising that the claim of Eugene Foundry and Machine Co. against Mr. W. H. Pohlman, sub-contractor under Lindstrom and Fiegenson , has been paid in full. We are enclosing a copy of this letter for your files.

Yours very truly,

FILING DIVISION,

By N. J. Haas

L

NOTED
H. B. GLAISYER

COPY

L. L. RAY
Attorney at Law
441-442 Miner Building
Eugene, Oregon.
Phone 360

January 16, 1929

Secretary of State
Salem, Oregon.

Dear Sir:

Referring to my letter of the 14th day of December, 1928, in which I enclosed, for filing, a Notice of Claim of the Eugene Foundry and Machine Co. against Mr. W. H. Pohlman, who was the sub-contractor for Lindstrom and Fiegenson on the Springfield bridge across the Willamette river at Springfield, Oregon; I have to advise that this claim has not been paid in full and that you may consider this letter as a release in full of the claim.

Very truly yours

L. L. RAY

LLR:CW.

#1033
Lane Co

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

PR 117-B.

PORTLAND SERVICE OFFICE

WILCOX BUILDING TELEPHONE ATWATER 4137

PORTLAND, OREGON

MALCOLM L. GILBERT, MANAGER
SURETY DEPARTMENT

January 21, 1929.

State Highway Commission,
Salem, Oregon.

Attention: Mr. Glaisyer,
Chief Clerk.

Gentlemen:

We are enclosing herewith status report on contract for construction of bridge over the Willamette River at Springfield, Oregon, the contractor being Lindstrom & Feigenson.

Thanking you in advance, we are

Yours very truly,

M L Gilbert

Bond Department.

MLG:MLL

Pd to date #119,695.58
Rptd - #370,183

PR 117-B.

January 21, 1929

Mr. H. W. Pahlman, Contractor,
4012 East G St.,
Tacoma, Washington.

Dear Sir:

Replying to your letter of the 17th inst. concerning the status of payments to Linstrom & Feigensen for the construction of the bridge over the Willamette River at Springfield, wish to say that this contract has been completed but final payment has not yet been made.

We are unable to state at this time just when the check of the field notes will be completed. The final payment will be made shortly after this is done.

Very truly yours,

Roy A. Klein
State Highway Engineer

HHC:H

By

H. B. Glaisyer
Chief Clerk.

#1033

$119,692 Retained -$3,701.83

This contract has been completed but bridge department does not know when final payment will be made. Last payment was for work performed to October 31st. Payment at that time was State - $3525.91 - County - $3525.92.

MAN
R

BRIDGES
PIERS
BUILDINGS

PHONE: MADISON 884

4012 EAST G ST.

January 17, 1929.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please let me know if Lindstrom and Fiegenson who had the general contract of the bridge across the Willamet River at Springfield, have been paid in full.

I have considerable money coming yet on a sub-contract for erecting steel and their excuse has been that they have not received their money from the State.

Thanking you very much if you can give me this information,

I am,

Very truly yours,

H. W. Pahlman.

ANSWERED
H. B. G.

#1033

HEAVY CONSTRUCTION
STEEL
CONCRETE
TIMBER

H. W. POHLMAN
CONTRACTOR

BRIDGES
PIERS
BUILDINGS

PHONE: MADISON 884

4012 EAST G ST.

TACOMA, WASH., January 17, 1929.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please let me know if Lindstrom and Fiegenson who had the general contract of the bridge across the Willamet River at Springfield, have been paid in full.

I have considerable money coming yet on a sub-contract for erecting steel and their excuse has been that they have not received their money from the State.

Thanking you very much if you can give me this information, I am,

Very truly yours,

H. W. Pohlman.

ANSWERED
H. B. G.

#1133

Lewis

PR 117-B

January 18, 1929
Dictated January 17, 1929

Mr. L. L. Ray,
Attorney at Law,
441 Miner Building,
Eugene, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 16th inst. advising us that the claim of the Eugene Foundry and Machine Company against Mr. W. H. Fehlman, subcontractor under Lindstrom and Feigenson, for the construction of a bridge over the Willamette River at Springfield, has been paid.

We are transmitting this information to the contractor and surety on his bond.

Very truly yours,

Ray A. Klein
State Highway Engineer

HBC:M

By

H. B. Glaisyer
Chief Clerk.

L. L. RAY
ATTORNEY-AT-LAW
441-448 MINER BUILDING
EUGENE, OREGON
PHONE 360

RECEIVED
JAN 17 1929
OREGON
STATE HIGHWAY COMMISSION

January 1, 1929

Secretary, State Highway Commission
Salem, Oregon.

Dear Sir:

Enclosed herewith please find letter of December, 1928, from Pacific Bridge Co. against Clark & Apperson, Inc., sub-contractor for T. E. Foley, on the Springfield bridge situated at Springfield, Oregon; over the Willamette River at Springfield, Oregon; I have to advise that this claim has now been paid and you may consider this letter as a full and final release of the claim.

Very truly yours,

L L Ray

ANSWERED
H. B. G

January 16, 1929
Dictated January 17, 1929

Metropolitan Casualty Insurance Co. of New York,
Fred A. Schlick Company,
Corbett Bldg.,
Portland, Oregon.

Gentlemen:

Attached hereto for your information is a copy of a letter that we have today received from Mr. L. L. Kay, an attorney of Eugene, Oregon, in which he advises that the claim of the Eugene Foundry and Machine Company against W. H. Pohlman, in connection with the contract of Lindstrom & Feigenson for the construction of a bridge over the Willamette River at Springfield, has been satisfied.

Very truly yours,

Roy A. Klein
State Highway Engineer

RAK:M

By

H. B. Claiayer
Chief Clerk.

Enc. 1.

cc. Lindstrom & Feigenson.

#1033
Linn Co
PR 117 B

December 19, 1928

Lindstrom & Feigenson,
Worcester Bldg.,
Portland, Oregon.

Gentlemen:

There is handed to you herewith a certified copy of a notice that has been filed in the office of the Secretary of State, being the claim of the Eugene Foundry & Machine Co. against you for labor and materials furnished you in the sum of $218.68, used in connection with your Contract for the construction of the bridge over the Willamette River on the McKenzie Highway at Springfield.

This notice is sent to you at the request of the Secretary of State.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBG:M

By

Enc. 1.

H. B. Gladmyer
Chief Clerk.

December 19, 1928

Metropolitan Casualty Insurance Co. of New York,
Fred A. Schlick Company, Agents,
Corbett Bldg.,
Portland, Oregon.

Dear Sirs:

There is hereto you herewith at the request of the Secretary of State a certified copy of a notice of claim that has been filed in his office by the Eugene Foundry and Machine Co., being in the sum of $216.68, against Lindstrom & Feigenson, which sum represents labor and materials furnished the contractor in connection with the construction of the bridge over the Willamette River on the McK enzie Highway at Springfield.

Very truly yours,

Roy A. Klein
State Highway Engineer

KES:M

By

Enc. 1.

H. B. Glaisyer
Chief Clerk.

December 19, 1928

Mr. Hal E. Hoss,
Secretary of State,
Building.

Attention: Mr. N. J. Hass,
Filing Division.

Dear Sir:

This will acknowledge receipt of your letter of the 18th inst. enclosing three of the notice of the claim of the Eugene Foundry & Machine Co. against Lindstrom and Feigenson for labor and materials furnished in sum of $216.68, for the construction of the bridge over the Willamette River on the McKenzie Highway at Springfield, Oregon.

We are today forwarding copies of this notice to the contractor and surety on his bond.

Very truly yours,

Roy A. Klein
State Highway Engineer

HMG:M

By

H. M. Glaisyer
Chief Clerk.

Secretary of State

C. N. LAUGHLIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 18, 1928

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from L. L. Ray, Atty., Eugene, Oregon, and filed as of the 15th inst., a notice of claim by Eugene Foundry and Machine Co. for labor and materials furnished in the sum of $216.68 against the bond taken from Lindstrom and Fiegenson, principals and the Metropolitan Casualty & Surety Co. of New York, surety, for construction of a bridge over the Willamette River at Springfield, Oregon in Lane County.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

FILING DIVISION,

By M. J. Haas

ANSWERED
H. B. G.

L

Eugene, Oregon
December 14, 1928

To the State of Oregon, Salem, Oregon:

Notice is hereby given that the undersigned, Eugene Foundry and Machine Co., has a claim for labor preformed and materials furnished between the dates of July 6, 1928 and August 10, 1928 as follows:

July 6, 1928,	Welding Cast Iron Piece:	
	Material	$15.92
	Labor	16.85
July 7, 1928,	Cutting down two Cable Sheaves:	
	Labor	2.50
July 10, 1928,	8' of ½x6 Mill Plate	4.92
	11 Bolts 16" Long	1.26
	Labor	5.84
July 17, 1928,	Altering four Wrenchs:	
	12" of 1¼ Rd-Tool Steel	1.40
	Straightning hooks, Sharpen same, Labor	7.00
July 17, 1928,	Welding Steel Wheel for Train Car:	
	Labor, overtime job	15.75
July 18, 1928,	Straightning hooked ends of 1½" Rods and threading,	7.20
	16-1½" Sq-Nuts)	
	28-1½" H-Nuts)	10.92
	Labor	8.80
July 18, 1928,	four Carriage Wheels-two axles;	
	200 lbs of Castings @ $.07	14.00
	25 lbs. of Mild Steel @ $.06	1.50
	62" of 2" Sq. Steel 70 lbs. @ $.06	4.20
	8-Washers 13/4	.45
	Electric Welding	1.50
	4-Cotter Pins	.40
	Labor	10.52
July 19, 1928,	Cutting off 2½" of 14-1½" Rods	2.10
July 21, 1928,	4' of 4x6"x3/8 angle iron 49 lbs. at $.05	2.45
	2 lbs. of Bronze @ $.40	.80
	16 lbs. of Cast -Old Sheave @ $.06	.96
	4" of 1 15/16 Shafting and Cutting @ $.08	.65
	1/4" Grase Cup	.20
	Labor	10.25
July 26, 1928,	Drilling four Plates	1.00
July 27, 1928,	Straightning Hog Rods:	
	1-1½ Hex-Nut	.39
	Electric Welding	7.00
	Other Labor	3.60
July 31, 1928,	Trueing up three Dolly's and three Wrenchs'	3.00
August 6, 1928,	Two Bucking Bar's-2¼x20":	
	Six Plates 10x10"x½	
	Drilling thirty Holes	
	Dish 1" Deep	
	Material	9.95
	Labor	25.10

December 14, 1928
Eugene, Oregon

United States of America

August 8, 1928, Reaming hole in Bucking Bar to fit
Rivet head - $ 1.00
August 10, 1928, Two Jaw Dollys:
15 lbs. of C. R. Steel - - - - - - - - - - - - 1.05
7' of Chisel Steel 17 lbs. - - - - - - - - - 4.25
Oxygen - acetly - - - - - - - - - - - - - - - - 1.00
Labor - 11.00

In the total sum of - $216.68

against the bond taken from Lindstrom and Fiegenson as principal, and the Metropolitan Casualty & Surety Co. of New York, as surety, for the construction of the bridge over the Willamette River at Springfield, Oregon in Eugene, Lane County, Oregon concerning which said work the said bond was taken and on which said work the above described labor was preformed and materials was furnished.

EUGENE FOUNDRY AND MACHINE CO.

By JOHN MC GUIRE
Acting Sec -

ENDORSED
File No. 771
Filed December 15, 1928, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Eugene Foundry and Machine Company, for materials and labor furnished in the sum of $216,68 against the bond taken from Lindstrom and Fiegenson, principals, and the Metropolitan Casualty & Surety Co. of New York, surety, for the construction of a bridge over the Willamette River at Springfield, Oregon, in Lane County, with the original notice of claim filed in the office of the Secretary of State on December 15, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of December, A. D. 19 28.

Hal E Hoss

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Eugene Foundry and Machine Company, for materials and labor furnished in the sum of $216.68 against the bond taken from Lindstrom and Fiegenson, principals, and the Metropolitan Casualty & Surety Co. of New York, surety, for the construction of a bridge over the Willamette River at Springfield, Oregon, in Lane County, with the original notice of claim filed in the office of the Secretary of State on December 15, 1928, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of December, A. D. 1928.

Hal E Hoss

Secretary of State

By _____
Deputy

#1033
Land Ct
PR 117B

December 14, 1928

Mr. L. L. Ray,
Attorney at Law,
441 Miner Bldg.,
Eugene, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 14th inst. enclosing affidavit of the claim of the Eugene Foundry and Machine Co. against the bond of Lindstrom and Feigenson furnished the State in connection with their contract for the construction of the bridge over the Willamette River at Springfield.

We are today passing this information along to the contractor and the surety on his bond, in accordance with our usual practice.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBC:M

By

H. B. Glaisyer
Chief Clerk.

December 15, 1928

Metropolitan Casualty Insurance Co. of New York,
Fred A. Schlick Company, Agents,
Worcester Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to inform you as surety on the bond furnished by Lindstrom and Feigenson, in connection with the construction of a bridge over the Willamette River at Springfield, that we have today received an affidavit of the claim of the Eugene Foundry and Machine Co. against this contractor, being in the sum of $216.60 for labor and materials furnished the contractor in connection with this work.

It is stated that they have so far been unsuccessful in securing satisfactory settlement of this claim.

Very truly yours,

Ray A. Klein
State Highway Engineer

HEC:M

By

H. E. Glaisyer
Chief Clerk.

December 15, 1920

Lindstrom & Feigenson,
Worcester Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received an affidavit of the claim of the Eugene Foundry & Machine Co. against you in the sum of $216.60 being for labor and materials furnished you in connection with your contract for the construction of the bridge over the Willamette River at Springfield.

This notice was filed by Mr. L. L. May, attorney at law, Eugene, Oregon.

Very truly yours,

Roy A. Klein
State Highway Engineer

RAK:M

By

H. B. Glaisyer
Chief Clerk.

L. L. RAY
ATTORNEY - AT - LAW
441-442 MINER BUILDING
EUGENE, OREGON
PHONE 360

December 14, 1928

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

Secretary of State Highway Commission
Salem, Oregon

Dear Sir:

I enclose herewith, for filing, a notice of claim of the Eugene Foundry and Machine Co. against the bond of Lindstrom and Fiegenson on the work of building the bridge across the Willamette River at Springfield, Oregon.

I am filing this notice also with the Secretary of State. Will you kindly acknowledge receipt of this notice?

Very truly yours,

L. L. Ray

LLR:CJ

#1033
The Metropolitan Cas. Ins. Co. of N.Y.
Fred C. Lindstrom & Sidney A. Fiegenson
Contractors

ANSWERED
H. B. G.

OREGON
STATE HIGHWAY COMMISSION

Eugene, Oregon
December 14, 1928

To the State of Oregon, Salem, Oregon:

Notice is hereby given that the undersigned, Eugene Foundry and Machine Co., has a claim for labor preformed and materials furnished between the dates of July 6, 1928 and August 10, 1928 as follows:

July 6, 1928,	Welding Cast Iron Piece:	
	Material - - - - - - - - - - - -	$15.92
	Labor - - - - - - - - - - - - -	16.85
July 7, 1928,	Cutting down two Cable Sheaves:	
	Labor - - - - - - - - - - - - -	2.50
July 10, 1928,	8' of ½x6 Mill Plate - - - - - - - - -	4.92
	11 Bolts 16" Long - - - - - - - - - -	1.36
	Labor - - - - - - - - - - - - - - - - -	5.84
July 17, 1928,	Altering four Wrenchs:- - - - - -	
	12" of 1½ Rd-Tool Steel - - - - - - - -	1.40
	Straightning hooks, Sharpen same, Labor	7.00
July 17, 1928,	Welding Steel Wheel for Train Car:	
	Labor, overtime job - - - - - - - - - -	15.75
July 18, 1928,	Straightning hooked ends of 1½" Rods	
and threading.	- - - - - - - - - - - - - - - - - - - -	7.20
	16-1½" Sq-Nuts)	
	28-1½" H-Nuts)- - - - - - - - - - - -	10.93
	Labor - - - - - - - - - - - - - - - -	8.80
July 18, 1928,	four Carriage Wheels-two axles:	
	200 lbs of Castings @ $.07 - - - - - -	14.00
	25 lbs. of Mild Steel @ $.06 - - - - -	1.50
	62" of 2" Sq. Steel 70 lbs. @ $.06 -	4.20
	8-Washers 13/4 - - - - - - - - - - - -	.45
	Electric Welding - - - - - - - - - - - -	1.50
	4-Cotter Pins - - - - - - - - - - - - -	.40
	Labor - - - - - - - - - - - - - - - - -	10.52
July 19, 1928,	Cutting off 2½" of 14-1½" Rods - - -	2.10
July 21, 1928,	4' of 4x6"x 3/8 angle iron 49lbs. at	
	$.05 - - - - - - - - - - - - - - - - -	2.45
	2 lbs. of Bronze @ $.40 - - - - - - - -	.80
	16 lbs. of Cast -Old Sheave @ $.06 - -	.96
	4" of 1 15/16 Shafting and Cutting @ $.08	.65
	1/4" Grease Cup - - - - - - - - - - - - -	.20
	Labor - - - - - - - - - - - - - - - - -	-10.25
July 26, 1928,	Drilling four Plates - - - - - - - - - -	1.00
July 27, 1928,	Straightning Hog Rods:	
	1-1½ Hex-Nut - - - - - - - - - - - - - -	.39
	Electric Welding - - - - - - - - - - - -	7.00
	Other Labor - - - - - - - - - - - - - - -	3.60
July 31, 1928,	Truning up three Dolly's and three	
	Wrenchs'-- - - - - - - - - - - - - - - -	3.00
August 6, 1928,	Two Bucking Bar's-2½"x20":	
	Six Plates 10x10"x½	

STATE [illegible] COMMISSION

To the State of Oregon, Salem, Oregon:

Notice is hereby given that the undersigned, Eugene Foundry and Machine Co., has a claim for labor preformed and materials furnished between the dates of July 6, 1928 and August 10, 1928 as follows:

July 6, 1928,	Welding Cast Iron Piece:	
	Material - - - - - - - - - - - - -	$15.92
	Labor - - - - - - - - - - - - - -	16.85
July 7, 1928,	Cutting down two Cable Sheaves:	
	Labor - - - - - - - - - - - - - -	2.50
July 10, 1928,	8' of ½x6 Mill Plate - - - - - - - - -	4.92
	11 Bolts 16" Long - - - - - - - - -	1.36
	Labor - - - - - - - - - - - - - - - - -	5.84
July 17, 1928,	Altering four Trenchs:- - - - - -	
	12" of 1¼ Rd-Tool Steel - - - - - - -	1.40
	Straightning hooks, Sharpen same, Labor	7.00
July 17, 1928,	Welding Steel Wheel for Train Car:	
	Labor, overtime job - - - - - - - - -	15.75
July 18, 1928,	Straightning hooked ends of 1½" Rods	
and threading,	- - - - - - - - - - - - - - - - - -	7.20
	16-1½" Sq-Nuts)	
	28-1½" H-Nuts)- - - - - - - - - - - -	10.92
	Labor - - - - - - - - - - - - - - -	8.80
July 18, 1928,	four Carriage Wheels-two axles:	
	200 lbs of Castings @ $.07 - - - - -	14.00
	25 lbs. of Mild Steel @ $.06 - - - -	1.50
	62" of 2" Sq. Steel 70 lbs. @ $.06 -	4.20
	8-Washers 13/4 - - - - - - - - - - -	.48
	Electric Welding - - - - - - - - - - -	1.50
	4-Cotter Pins - - - - - - - - - - - -	.40
	Labor - - - - - - - - - - - - - - - -	10.52
July 19, 1928,	Cutting off 2½" of 14-1½" Rods - - -	2.10
July 21, 1928,	4' of 4x6"x 3/8 angle iron 49lbs. at	
	$.05 - - - - - - - - - - - - - - - -	2.45
	2 lbs. of Bronze @ $.40 - - - - - - -	.80
	16 lbs. of Cast -Old Sheave @ $.06 - -	.96
	4" of 1 15/16 Shafting and Cutting @ $.08.65	
	1/4" Grease Cup - - - - - - - - - - -	.20
	Labor - - - - - - - - - - - - - - - -	-10.25
July 26, 1928,	Drilling four Plates - - - - - - - - -	1.00
July 27, 1928,	Straightning Hog Rods:	
	1-1½ Hex-Nut - - - - - - - - - - - - -	.39
	Electric Welding - - - - - - - - - - -	7.00
	Other Labor - - - - - - - - - - - - - -	3.60
July 31, 1928,	Truing up three Dolly's and three	
	Wrenchs'-- - - - - - - - - - - - - - -	3.00
August 6, 1928,	Two Bucking Bar's-2½"x20":	
	Six Plates 10x10"x½	
	Drilling thirty Holes	
	Dish 1" Deep	
	Material - - - - - - - - - - - - - -	9.95
	Labor - - - - - - - - - - - - - - - -	-25.10

August 8, 1928,	Reaming hole in Bucking Bar to fit Rivet head - - - - - - - - - - - - - -	$1.00
August 10, 1928,	Two Jaw Dollys:	
	15 lbs. of C. R. Steel - - - - - - -	1.05
	7' of Chisel Steel 17 lbs. - - - - -	4.25
	Oxygen - acetly - - - - - - - - - - -	1.00
	Labor - - - - - - - - - - - - - - - -	11.00

In the total sum of - $216.68 against the bond taken from Lindstrom and Fiegenson as principal, and the Metropolitan Casualty & Surety Co. of New York, as surety, for the construction of the bridge over the Willamette River at Springfield, Oregon in Eugene, Lane County, Oregon concerning which said work the said bond was taken and on which said work the above described labor was preformed and materials was furnished.

EUGENE FOUNDRY AND MACHINE CO.

By Johnson Grime
acting Sec-

67 60

#1033
Lane Co
PRINTS

December 13, 1928

Lindstrom & Plegemann,
Worcester Bldg.,
Portland, Oregon

Gentlemen:

Enclosed is copy of a letter today received from Whitten Swafford of Eugene, attorney for J. O. McPherson, in which he advises that Mr. McPherson's claim against you has been satisfactorily settled.

We also enclose a copy of a letter from Seward B. Allen, attorney of Eugene, in which he advises that the claim of C. B. Foster against J. O. McPherson has been satisfactorily settled.

Very truly yours,

Roy A. Klein
State Highway Engineer

HEC:M

By

Enc. 2.

H. B. Glaisyer
Chief Clerk.

December 13, 1928

The Metropolitan Casualty & Surety Co. of New York,
Fred A. Schlick, Agent,
Corbett Bldg.,
Portland, Oregon.

Dear Sir:

Enclosed herewith is a copy of a letter today received from Mr. Whitten Swafford, attorney at Eugene, Oregon, in which he advises that the claim of J. O. McPherson against Linstrom & Piegenson, in connection with the Springfield bridge, has been satisfactorily adjusted and settled.

We also enclose a copy of a letter from Seward D. Allen, an attorney at Eugene, in which we are informed that the claim of C. B. Foster against J. O. McPherson, in connection with the same work, has also been settled satisfactorily.

This information is given you as you appear as surety on the bond furnished by Linstrom & Piegenson in connection with this work.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBC:M

By

Enc. 2.

H. B. Glaisyer
Chief Clerk.

December 13, 1928

Mr. Whitten Swafford,
Attorney at Law,
201 Tiffany Bldg.,
Eugene, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 12th inst. advising us that the claim of J. O. McPherson against Linstrom & Feigenson has been satisfactorily adjusted, and that his claim may be considered cancelled or withdrawn.

This information is being transmitted to the contractor and the surety on his bond.

We wish also to inform you that we have today received a letter from Mr. Seward D. Allen, attorney at law, Eugene, Oregon, advising us that the claim of C. A. Foster against J. O. McPherson has been satisfactorily settled. Will you please pass this information along to Mr. McPherson.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBG:M

By

H. B. Glaisyer
Chief C lerk.

LAW OFFICE
WHITTEN SWAFFORD
501 TIFFANY BLDG.
EUGENE, OREGON

December 12th 1928

RECEIVED
DEC 13 1928
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem , Oregon.

Gentlemen:-

On or about Sept 11th 1928 I filed as Attorney for J O McPherson a claim for unpaid work on contract #1033 Springfield Bridge-- Linstrom & Feigensen, contractors.

And this to notify you that the matters were all adjusted and the claim may be considered cancelled or withdrawn.

I am giving one copy of this letter to Mr Feigensen of Linstrom & Feigenson, and sending copy to you.

Yours very truly

s- Whitten Swafford

ANSWERED
H. B. G.

#1033
Lane Co
PR 1.17 B

December 13, 1928

Mr. Seward D. Allen,
Attorney at Law,
Eugene, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 12th inst. advising us that the claim of O. A. Foster against J. O. McPherson, sub-contractor under Linstrom & Fitzgerson, in connection with the construction of the bridge over the Willamette River at Springfield has been satisfactorily adjusted.

This information is being passed on to the contractor and the surety on his bond.

Very truly yours,

Ray A. Klein
State Highway Engineer

RAK:K

By

E. R. Glaisyer
Chief Clerk

SEWARD D. ALLEN
ATTORNEY AT LAW
EUGENE, OREGON

RECEIVED
DEC 12 1928
OREGON
STATE HIGHWAY COMMISSION

December 10, 1928

State Highway Commission,
Salem, Oregon:

Gentlemen: This is to inform you that the claim of C.B.Foster of Eugene, Oregon, against J.O. McPherson, who was a contractor under Linstrom & Fiegensen, bridge contract on the Springfield, Oregon, Bridge has been paid in full, and Foster hereby waives and right against the bond of Linstrom & Fiegensen, or against said firm or the state of Oregon in any form.

Very respectfully,

S. D. Allen
Attorney for C.B.Foster.

ANSWERED
H. B. G.

Portland, Oregon. The surety on the bond is the Metropolitan Casualty & Surety Co. of New York, Fred A. Slick Co., Agents, Corbett Bldg., Portland.

Very truly yours,

Roy A. Klein
State Highway Engineer

HEC:M

By

H. B. Claiyer
Chief Clerk

PR 117B

December 10, 1928

Mr. L. L. Ray,
Attorney at Law,
441-442 Miner Bldg.,
Eugene, Oregon.

Dear Sir:

We have your letter of the 6th inst. requesting information concerning the contract awarded Lindstrom and Piegenson for constructing of the bridge over the Willamette River at Springfield.

This particular project is State Highway Project No. 1033. The principal on the bond is Lindstrom and Piegenson, 230 Worcester Bldg., Portland, Oregon. The surety on the bond is the Metropolitan Casualty & Surety Co. of New York, Fred A. Slick Co., Agents, Corbett Bldg., Portland.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:M

L. L. RAY
ATTORNEY-AT-LAW
441-442 MINER BUILDING
EUGENE, OREGON
PHONE 360

RECEIVED
DEC 7 1928
OREGON
STATE HIGHWAY COMMISSION

December 6, 1928

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

When Lindstrom and Fiegenson were engaged in the construction of the Springfield bridge they had working for them a sub-contractor by the name of W. H. Pohlman. This sub-contractor, while working on the bridge, ran a bill with the Eugene Foundry and Machine Co. for labor and material going onto the bridge in the sum of $216.68.

I am representing the creditor in this matter and desire to proceed against the contractor's bond in accordance with the provisions of Section 2991 of Olson's Oregon Laws. I do not, at this time, want to put you to the trouble of furnishing us with a copy of the contract and bond as provided in this section, but I do desire to furnish you the notice provided for in the section. As you will note that in order to do this it is necessary for us to have the names of the principle and surety on the bond. I am, therefore, writing to you to request that you give me this information, and also the address of the principle on the bond.

Thanking you for this information, I am

Very truly yours,

L L Ray

LLR:CW

ANSWERED
H. B. G.

#1033

PR 117-13

November 28,1928

Metropolitan Casualty Insurance Co. of N.Y.
Fred A. Schlick Co. Agents,
Corbett Bldg.,
Portland, Ore.

Dear Sirs:

This letter is to inform you as surety on the bond furnished by Lindstrom and Feigensen in connection with their contract for the construction of the bridge over the Willamette River at Springfield that we have today received a letter from K. V. Pehlsen, Tacoma, Washington, in which he advises us of his claim in the sum of $1750 against Lindstrom & Feigensen lying for the erection of steel on this bridge. We are not advised as to whether or not Lindstrom & Feigensen has refused settlement of this claim.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

E. B. Cleaver,
Chief Clerk.

EBC:JS

November 28,1928

Lindstrom & Feigenson,
Worcester Bldg.,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received information from H. W. Fahlman, contractor of Tacoma, Washington, in which he states that you are indebted to him in the sum of $1750 for the erection of steel on the bridge over the Willamette River at Springfield. This contract was awarded to you by the State Highway Commission on March 27,1928.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. B. Glaisyer
Chief Clerk

EBG:JH

November 28, 1928

Mr. E. W. Pohlman, Contractor,
4012 West C St.,
Tacoma, Washington.

Dear Sir:

We have your letter of the 24th inst. advising us of your claim in the sum of $1750 against Lindstrom and Feigenson for service rendered in connection with their contract for the construction of the bridge over the Willamette River at Springfield.

We are today making a record of your claim but would suggest that you file notice of the same with the Secretary of State in accordance with the provisions of Section 2991 of Oregon laws.

In connection with this contract Lindstrom and Feigenson furnished the state with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This is the protection offered you in connection with your claim. The surety on the bond in this instance is the Metropolitan Casualty Insurance Co. of N.Y. for whom Fred A. Schlick Co. are agents with offices in the Corbett Bldg., Portland, Oregon. In the event that you have difficulty in securing settlement from Lindstrom and Feigenson it would be well for you to take the matter up with the bonding company.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaiyer,
Chief Clerk.

HBG:JS

HEAVY CONSTRUCTION
STEEL
CONCRETE
TIMBER

H. W. POHLMAN
CONTRACTOR

BRIDGES
PIERS
BUILDINGS

PHONE: MADISON 884

4012 EAST G ST.

TACOMA, WASH., November 24, 1928

RECEIVED
NOV 26 1928
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

There is due me approximately the sum of $1750.00 from Lindstrom & Feigenson of Portland, for the erection of the steel on the State Highway Bridge over the Willamette River at Springfield, and I hereby wish to put in a claim to the Highway Commission for this amount.

Will you please put this claim on record, and oblige

Yours very truly,

H. W. Pohlman

HWP/Th

1033

ANSWERED
H. B. G.

PR 1113

November 1, 1928.

Mr. A. C. Mathews,
Eugene, Oregon.

Dear Sir:

Under date of September 25, you submitted a bid for grading the embankment approaches to the Willamette River bridge at Springfield in the amount of $8,826.00, which was the lowest of the bids received. The Commission have held the award of this contract pending and it is now thought to be too late to begin this project, having in mind high water conditions which may be expected during the winter months.

In view of this delay in the award of the contract, the Commission are willing to permit you to withdraw your bid if you desire to do so, or would be pleased to hold your bid if agreeable to you, having in mind the award of the contract at a later date. If you wish to leave your bid with the Commission under these conditions, you would, of course, be permitted to withdraw it at any time up to the actual award of the contract.

We have your cashier's check No. 1632 dated September 24, 1928, in amount $350.00, submitted with your bid. If you desire to have the use of the money and would prefer to substitute a surety bond, such an arrangement would be satisfactory.

Very truly yours,

State Highway Engineer.

HAK:HI

cc J. S. [illegible]

FORM S L-1 S-8861 500 10-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

PR 117B

RECEIVED
SEP 24 1928
OREGON
STATE HIGHWAY COMMISSION

September 23, 1928

Mr. H. B. Van Duzer,
455 Grand Avenue,
Portland, Oregon.

Dear Mr. Van Duzer:

At the request of Frank Jenkins of the Eugene Guard I stopped at Springfield Junction yesterday afternoon to meet him and hear his statement about the fears expressed by residents of that vicinity that the proposed approach to the new Springfield bridge would add to the danger to life and property in time of river floods when the Willamette was at flood stage. I believe that it is important that the statement made to me be considered by the commission before opening bids on Tuesday for the construction of the fill for the approach, and suggest that on Tuesday we meet a little ahead of the time set for the opening of bids, say at 9:30.

I shall be at the Imperial.

Sincerely yours,

c/c R. A. Klein.

#1033
2000
PR 117 B

September 21, 1926

Metropolitan Casualty & Insurance Co. of N.Y.
Fred A. Schlick Co., Agents,
Corbett Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of J. O. McPherren in the sum of $288.16 against Lindstrom & Feigenson, being for hauling work performed for them in connection with their contract for the construction of the bridge over the Willamette River at Springfield.

This information is given you at the request of the Secretary of State as you appear as surety on the bond furnished by Lindstrom & Feigenson in this instance.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

K. H. Gleisyer
Chief Clerk

JB

September 21, 1926

Linstrom & Feigenson,
Worcester Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find certified copy of notice of claim of J. O. McPherson in the sum of $569.16, being for hauling work performed for you in connection with your contract for the construction of the bridge over the Willamette River at Springfield.

Your early attention to this matter will be much appreciated.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JS

September 21, 1928

Hon. Sam A. Kozer,
Secretary of State,
B u i l d i n g

Dear Sir:

Attention: Mr. E. J. Hass

This is to acknowledge receipt of certified copies of claim of J. C. McPherson in the sum of $589.16 against Linstrom & Feigenson, being for hauling work performed for them in connection with their contract for the construction of the bridge over the Willamette River at Springfield.

Please be advised that we are today forwarding copies of this notice to the contractors and surety on their bond.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

E. E. Glaisyer
Chief Clerk

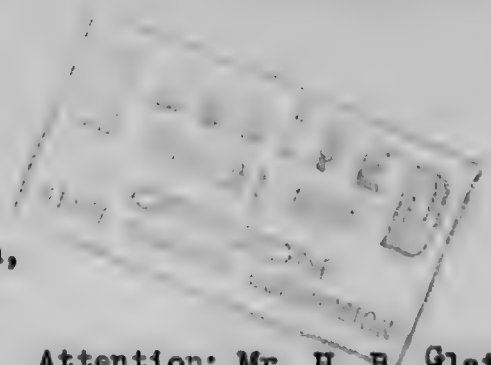
JB

...RETARY OF STATE

C. N. LAUGHRIDGE
DEPUTY SECRETARY

STATE OF OREGON
DEPARTMENT OF STATE
SALEM

September 17, 1928.



State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Mr. H. B. Glaisyer, Chief Clerk.

This is to advise that we received from Mr. Whitten Swafford, Attorney, 315 Tiffany Bldg., Eugene, Oregon, and filed on September 13, 1928, a notice of claim by J. O. McPherson for hauling in the sum of $689.16 against the bond taken from Linstrom & Feigensen, principal and the Metropolitan Casualty & Insurance Co. of New York, Surety, for the work of erecting and constructing the Highway Bridge across the Willamette River at Springfield, Oregon, under the provisions of contract #1033.

We are enclosed certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige,

Yours very truly,

FILING DIVISION,
By N. J. Haas

Enc.
CF

Springfield, Oregon, Sept 11th 1928.

To - The State of Oregon,
Sam A Kozer, Secretary of State,
Metropolitan Casualty Insurance Co of N Y
Linstrom & Feigensen, Contractors -- Contract #1033.

NOTICE IS HEREBY GIVEN:

That the undersigned J O McPherson, of Springfield, Oregon has a claim hauling materials, Steel and Cement and for a balance due thereon and therefor in the sum of $639.16, being balance due on hauling Steel, Cement &c for use on and necessary for said Bridge work between the 13th day of June 1928 and the 30 th day of August 1928 in the sum of $1439.16 less paid and received the sum of ---- $800.00 - $639.16 which is the reasonable value of said work and charge therefor, and that he was employed on said contract and work by said Linstrok and Feigensen, contractors; and

Against the bond taken from Linstrom & Feigensen, principal and the Metropolitan Casualty & Insurance Co of New York, Surety, for the work of erecting and constructing the Highway Bridge Across the Willamette River at Springfield, Oregon, under the provisions of said contract #1033.

J. O. McPherson
J. O. McPherson
Springfield, Oregon.

-o-

ENDORSED:
File No. 748, filed Sep 13, 1928, SAM A. KOZER, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of J. O. McPherson for hauling in the sum of $689.16 against the bond taken from Linstrom & Feigensen, Principal and the Metropolitan Casualty & Insurance Co. of New York, Surety, for the work of erecting and constructing the Highway Bridge across the Willamette River at Springfield, Oregon, under the provisions of Contract #1033, filed in the office of the Secretary of State on September 13, 1928 and that the same is a full, true and complete transcript therefrom and of the whole thereof together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of September, A. D. 1928.

Sam A. Kozer

Secretary of State

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, SAM A. KOZER, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim of J. O. McPherson for hauling in the sum of $689.16 against the bond taken from Linstrom & Feigensen, Principal and the Metropolitan Casualty & Insurance Co. of New York, Surety, for the work of erecting and constructing the Highway Bridge across the Willamette River at Springfield, Oregon, under the provisions of Contract #1033, filed in the office of the Secretary of State on September 13, 1928 and that the same is a full, true and complete transcript therefrom and of the whole thereof together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of September, A. D. 1928.

Sam A. Kozer
Secretary of State

By _____
Deputy

#1133
Lane Co

PR 117B

September 15,1926

Lindstrom & Feigenbaum
Worcester Building,
Portland, Oregon.

Gentlemen:

We hand to you herewith copy of letter we have today received from Whiton Stafford, Attorney of Eugene, in which information is given concerning the claim of J. O. McPherson against you, being for balance due of $603.16 for hauling stock in connection with your contract for the construction of the bridge over the Willamette River at Springfield.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. H. Gladwyn
Chief Clerk

HHG:JH

September 15,1926

Fred A. Schlick Co., Agents,
Metropolitan Casualty Co. of N.Y
Corbett Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of letter we have today received from Whitton Bamford, Attorney of Eugene, Oregon, concerning the claim of J. O. McPherson against Lindstrom & Feigenson for hauling steel for the construction of the bridge over the Willamette River at Springfield. This information is given you as you appear as surety on the bond furnished by Lindstrom and Feigenson in connection with the project.

The amount of the claim is $639.16.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. E. Glaisyer,
Chief Clerk

HEG:JS

September 18,1920

Mr. William Swafford, Atty.
201 Tiffany Bldg.
Eugene, Oregon.

Dear Sir:

We acknowledge receipt of your letter of the 12th inst. enclosing affidavit of claim of J. O. Mathersen of Springfield against Lindstrom and Feigenson, being in the sum of $669.16, for hauling steel for the construction of the bridge over the Willamette River at Springfield.

The bond furnished by Lindstrom and Feigenson in connection with this work was written by the Metropolitan Casualty Insurance Company of New York, Fred A. Schlick Co., Agents, Corbett Building, Portland, Oregon.

Very truly yours,

Ray A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JB

LAW OFFICE
WHITTEN SWAFFORD
201 TIFFANY BLDG.
EUGENE, OREGON

Sept 12th 1928

Oregon State Highway Commission,
Salem, Oregon.

Re: Contract #1033.

Gentlemen:-

Herewith for J O McPherson, Springfield, Oregon, request for payment Linstrom & Feigensen, Contractors, Springfield Highway Bridge over the Willamette.

A dispute over amount due and for that reason have included McPherson items. No contract. There was a bid by McPherson based on conditions and preparation for unloading and placing steel, but his bid was refused and after another concern had fallen down he was put to work with no contract. Dispute is over unloading structural steel and placing in river bed at job and on bar, which McPherson has billed at $1.75 per ton.

If not adjusted within a few days will want copy of contract, but no rush for that until wee what is developing.

Thank you,

Very truly yours,

ANSWERED
H. B. G.

s-1

Springfield, Oregon, Sept 11th 1928.

To- The State of Oregon, and
OREGON STATE HIGHWAY COMMISSION;

STATE OF OREGON |
County of Lane | I, J.O.McPherson, of Springfield, Oregon, being duly sworn, depose and sayL

That for and on account of materials hauled by me for the erection and construction of the Highway Bridge across Willamette River, Springfield, Oregon, under contract #1033 to Linstrom & Feigenson, contractors, I furnished labor and materials in that I did and had done the following trucking and haling of materials of and for said job,-

-6/13/28	S P 27738-cement	1328 sk	$63.00	
6/19/28	SP17306 Cement	526 B	56.00	
7/11/28	H & TC Cement	1328 Sk	63.00	
7/25/28	H&TC "	1328 Sk	63.00 -	$245.00
6/7/28	1 Hrs Hauling lbr from Eugene		3.00	
6/8/28	5½ " " " " "		11.00	
6/16/28	1½ hrs " " " "		3.00	
6/16/28	1½ " " " " "		3.00	
6/16/28	GN 67271 Car unload and stored		16.00	
6/18/28	1½ Hrs haul lbr from Eugene		3.00	
6/18/28	Hauling pipe &c		2.00	
7/10/28	Hauling Reinforced steel from storage		-27.00-	
7/30/28	S P 18968 Car cmt. 331 B.		62.50	
8/6/28	SP 26253 " " " 64 tons-		64.00	
8/30/28	S P 18535 " " " 1324 sk		62.50-	$257.00
6/27/28	LP 70567 Structural Steel		59.80	
7/29/28	LP 71867 " "		64.60	
6/30/28	LP 71873 " "		84.00	
7/5/28	LP 71670		68.10	
7/7/28	P LE 41975 " "		58.00	
7/8/28	Penn 368151 " "		65.50	
7/9/28	P LE 58982 " "		48.00	
7/10/28	P & R 7247		56.56	
7/11/28	P & LE 45691 " "		74.00	
7/12/28	Penn 315927 " "		57.00	
7/14/28	Reading- 24355 " "		47.10	
7/15/28	P&LE 47585 "		49.00	
7/17/28	IC 129026 " "		57.00	
7/18/28	B &O 25438 " "		45.55	
7/19/28	P LE 48308 " "		47.60	881.41
8/16/28	Haul Re-inforced steel storage to bridge		33.25	
8/20/28	GN 68423 Reinforced steel		69.50	
8/14.28	2 loads saw ust from DK-		2.00	
8/12/28	1 Hr haul mixer from W side		1.00	105.75
	Total			1489.16
	Less paid by checks			800.00
	Balance due and unpaid after demand			$689/16

That demand was made upon Linstrom & Feigensen for said sum of $689.16 and it is due and unpaid;

That notice of claim has been filed with the Secretary of State of the State of Oregon;

That demand is respectfully made to the State High ay Commission, under direction of whom said work was done, and

If payment be not made within a reasonable time, please send copy of contract and bond as provided by Section 2991 Oregon Laws.

J. O. McPherson

Subscribed and sworn to before me this Sept 11th 1928.

Notary Public for Oregon
My com. expires Feb 3rd 1932.

Springfield, Oregon, Sept 11th 1928.

To- The State of Oregon, and
OREGON STATE HIGHWAY COMMISSION;

STATE OF OREGON |
County of Lane | I, J.O.McPherson, of Springfield, Oregon, being duly sworn, depose and sayL

That for and on account of materials hauled by me for the erection and construction of the Highway Bridge across Willamette River, Springfield, Oregon, under contract #1033 to Linstrom & Feigensen, contractors. I furnished labor and materials in that I did and had done the following trucking and haling of materials of and for said job,-

-6/13/28	S P 27738-cement	1328 sk	$63.00	
6/19/28	SP17306 Cement	326 B	56.00	
7/11/28	H & TC Cement	1328 Sk	63.00	
7/25/28	H&TC "	1328 Sk	63.00 -	$245.00
6/7/28	1½Hrs Hauling lbr from Eugene		3.00	
6/8/28	5½ " " " " "		11.00	
6/16/28	1½ hrs " " " "		3.00	
6/15/28	1½ " " " " "		3.00	
6/16/28	GN 67271 Car unload and stored		16.00	
6/18/28	1½ Hrs haul lbr from Eugene		3.00	
6/18/28	Hauling pipe &c		2.00	
7/10/28	Hauling Reinforced steel from storage		-27.00-	
7/30/28	S P 18968 Car cmt. 331 B.		62.50	
8/6/28	SP 26253 " " " 64 tons-		64.00	
8/30/28	S P 18535 " " 1324 sk		62.50-	$257.00
6/27/28	MP 70567 Structural Steel		59.80	
7/29/28	MP 71867 " "		64.60	
6/30/28	MP 71873 " "		84.00	
7/5/28	MP 71678		68.10	
7/7/28	P&LE 41975 " "		58.00	
7/8/28	Penn 368151 " "		65.30	
7/9/28	P&LE 58982 " "		48.00	
7/10/28	P & R 7247		56.56	
7/11/28	P & LE 45591 " "		74.00	
7/12/28	Penn 315927 " "		57.00	
7/14/28	Reading- 24355 " "		47.10	
7/15/28	P&LE 47385 "		49.00	
7/17/28	IC 129026 " "		57.00	
7/18/28	B &O 25438 " "		45.35	
7/19/28	P LE 48308 " "		47.60	881.41
8/16/28	Haul Re-inforced steel storage to bridge		33.25	
8/20/28	GN 62423 Reinforced steel		69.50	
8/14.28	2 loads sawdust from BK-		2.00	
8/12/28	1 Hr haul mixer from W side		1.00	105.75
	Total			1489.16
	Less paid by checks			800.00
	Balance due and unpaid after demand			$689/16

That demand was made upon Linstrom & Feigensen for said sum of $689.16 and it is due and unpaid;

That notice of claim has been filed with the Secretary of State of the State of Oregon;

That demand is respectfully made to the State Highway Commission, under direction of whom said work was done, and

If payment be not made within a reaso able time , please send copy of contract and bond as provided by Section 2991 Oregon Laws.

J. O. McPherson.

Subscribed and sworn to before me this Sept 11th 1928.

Notary Public for Oregon
My com. expires Feb 3rd 1932.

#1033
Lane Co
PR 1178

September 7, 1928

Mr. C. B. Foster,
Crow Stage,
Eugene, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 5th advising that you have claim against James McPhearson, subcontractor on the Springfield in amount $160.00 for hauling steel.

Please be advised that this contract is protected by a bond to cover all labor and material claims. The bond in this instance was furnished by the Metropolitan Casualty Insurance Company of New York for whom Fred A. Sublick Company, Corbett Building, Portland is resident agent. We would suggest that if you are unable to secure satisfaction from either the sub or general contractor you would take the matter up with the surety company.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

State Highway Commission

Eugene Or
Sept 5, 1928

PR 1178

Dear Sir.

Am writing you in regards to linstrum and Feigenson sub contract for the hauling of steel and cement for Springfield Bridge

We hired out to James Mcpherson for so much an hour and we find it dificult to make a final settlement on money earned

We have taken this up with James Mcpherson and he states he has not recived payment from contractors, and upon asking

Encl.

ULTURE

Post Office Building,
Portland, Oregon,
Aug. 6, 1928

s an executed copy

ment and certificate

s,
CH
ngineer

By
T. M. Davis
Assoc. Highway Engineer

PR 117B

-2-

contractors for irrigation on that subject they state that he has received payments

Now we would like to know if we could get your cooperation helping us to get this affair straightened up

We have the balance of $180.00 which was earned during the months of June and July

We have tried to come to a settlement with both parties but have not been able to do so

So we are writing you for advice and action if possible

Thanking you in advance

turn over

C. B. Foster

STENCIL NO. 124

PR 117B

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please
refer to File No. Ore. 117-B

Post Office Building,
Portland, Oregon,
Aug. 6, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,
W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Assoc. Highway Engineer

Encl.

A4yn3852

Form P. R. 2
State Oregon
Project No. 117, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1928
by and between the State Highway Commission of Oregon

, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 20th day
of September, 1927, a project statement, which was approved by the
Secretary on the 24th day of October, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 17th day of March
1928, and approved by the Secretary on the 20th day of July, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of ninety-eight thousand, seven hundred
sixty-one and 49/100
Section B of
dollars ($98,761.49) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge and approaches as described in detail in said surveys, plans, and specifications:

Between Bridge and approaches over the Willamette River at Springfield survey station 0+00 at intersection with the Pacific Highway near Eugene, and survey station 22+50, in Secs. 34 and 35, T.17 S., R.3 W., W.M.; including also a "Y" connection with the Pacific Highway between survey stations 0+00 and 5+16.35 terminal points, a distance of 0.523 miles, known locally as the Springfield Bridge on the McKenzie Highway between Eugene and the McKenzie Bridge, Lane County, being Section B of Oregon Federal Aid Project No. 117, consisting of one bridge of more than 20 ft. clear span and approaches thereto only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

JUN 14 1928 9 02 AM

~~(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.~~ STRICKEN OUT

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the roadway approaches to the bridge embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of ninety-eight thousand, seven hundred sixty-one and 49/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.25 per cent of one hundred fifty-eight thousand, six hundred fifty-three and 00/100 dollars, the approved total estimated cost of Section B of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921. out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of Aug. 7, 1917; Chap. 237, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

JUN 14 1928

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

* (Strike out if not appropriate)

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 20th day of July, 1928.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H H Blaurdyne
Chairman, State Highway Commission
(Title of officer)

By C E Spate
Member, State Highway Commission
(Title of officer)

[SEAL]

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

C. W. Marvin
Acting Secretary of Agriculture.

8—551

STRICKEN OUT

EXECUTE AGREEMENT IN AUTHORITY OF HIGHWAY DEPARTMENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~road~~ bridge and approaches over the Willamette River at Springfield between survey station 0+00 at intersection with the Pacific Highway near Eugene, and survey station 22+50, In Secs. 34 and 35, T.17 S., R.3 W., W.M., including also a "Y" connection with the Pacific Highway between survey stations 0+00 and 5+16.35 locally known as the Springfield Bridge on the McKenzie Highway between Eugene and the McKenzie Bridge, Lane County, and designated in the records of this Department as Project No. Section B of 117, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 158,653.00 as the total estimated cost of Section B of said project, and the sum of $ 98,761.49 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of July one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

RECEIVED JUN 18 1928 PUBLIC ROADS DIVISION OF DESIGN

C. W. Marvin

Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4830

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~[illegible]~~ bridge and approaches over the Willamette River at Springfield between survey station 0+00 at intersection with the Pacific Highway near Eugene, and survey station 22+50, in Secs. 34 and 35, T.17 S., R.3 W., W.M., including also a "Y" connection with the Pacific Highway between survey stations 0+00 and 5+16.35 locally known as the Springfield Bridge on the McKenzie Highway between Eugene and the McKenzie Bridge, Lane County, Section B of and designated in the records of this Department as Project No. 117, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 158,653.00 Section B of as the total estimated cost of said project, and the sum of $ 98,761.49 Section B of as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 10th day of July one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
Secretary of Agriculture.

RECEIVED MAY 18 1928 FOREST ROADS DIVISION OF OPERATION

GOVERNMENT PRINTING OFFICE 8—4839

66 66 PR 1173

April 25, 1923

County Court of Lane County,
Eugene, Oregon.

Gentlemen:

We hand to you herewith four copies of a form of resolution that has been prepared to cover the cooperation between Lane County and the State in connection with the cost of the construction of the bridge over the Willamette River on the McKenzie Highway at Springfield.

If this agreement is in line with your understanding of the matter, will you please sign each copy and return three of them to this office. Upon receipt of them we will be pleased to see that you are furnished an executed copy of the contract for your records and files. The fourth copy of the resolution you may retain for your records.

We shall appreciate it if you will make this resolution a matter of record in the minutes of your County Court proceedings.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc. 4

PR 117B

April 18th,1928

Lindstrom & Feigenson,
Worcester Bldg.
Portland, Oregon.

Gentlemen:

Enclosed herewith please find fully executed copy of contract No. 1065 awarded to you by the State Highway Commission for the construction of the bridge over the Willamette River near Springfield on the National Highway in Lane County.

This copy is for your records and files.

Very truly yours

Roy A. Klein
State Highway Engineer

By

E. B. Gleisner
Chief Clerk.

HBG:JB

April 4, 1928.

PR 117-B

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Springfield Bridge Section, Oregon Project No. 117-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 117-B

SPRINGFIELD Bridge [illegible] SECTION OF THE McKENZIE HIGHWAY

IN LANE COUNTY

(Estimate as basis for project agreement. Based on contract prices for structure and estimated prices for approaches.)

Salem, Oregon, April 4, 1918.

Springfield Bridge - Structure

650	cu.yds	Excavation	$ 3.00	$1,950.00
200	cu.yds	Excavation below plane	5.00	1,000.00
400	cu.yds	Class "B" Concrete	18.00	7,200.00
500	cu.yds	Class "A" Concrete	21.00	11,[illegible].00
860	cu.yds	Class "D" Concrete	30.00	25,800.00
310,000	lbs	Metal Reinforcement	.0075	2,[illegible].00
1,000,000	lbs	Structural Steel	.065	65,000.00
1,720	lin.ft	Handrail	5.00	[illegible].00
		Sub-total		$127,[illegible].00

Springfield Bridge - Approaches

All Required	Clearing and Grubbing		$ 100.00
21,200 cu.yds	Embankment	.75	16,[illegible].00
90 lin.ft	18" Culvert Pipe	2.00	180.00
	Sub-total		$16,[illegible].00
			$127,[illegible].00
	10% Engr. & Cont.		14,[illegible].00
	Total		$ 158,[illegible].00

Length of Project 0.[illegible] miles
Cost per Mile $[illegible].25

State Funds Available	$ 59,[illegible].61	
Federal Aid Requested	98,761.49	(62.26%)
	$ 158,[illegible].00	

State Funds for construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920

" " " Maintenance Resolution Aug. 17, 1917; Chapter 237, Laws 1917.

Oregon State Highway Department — Project No. 117-B

SPRINGFIELD Bridge SECTION OF THE McKENZIE HIGHWAY

IN LANE COUNTY

(Estimate as basis for project agreement. Based on contract prices for structure and estimated prices for approaches.)

Salem, Oregon, April 4, 1928.

Springfield Bridge - Structure

600	cu.yds	Excavation	$ 3.00	$1,800.00
100	cu.yds	Excavation below plans	5.00	500.00
400	cu.yds	Class "E" Concrete	18.00	7,200.00
550	cu.yds	Class "A" Concrete	21.50	11,825.00
840	cu.yds	Class "D" Concrete	20.00	16,800.00
510,000	lbs	Metal Reinforcement	.0275	11,625.00
1,000,000	lbs	Structural Steel	.035	35,000.00
1,750	lin.ft	Handrail	5.00	8,750.00
		Sub-total		$127,300.00

Springfield Bridge - Approaches

All Required	Clearing and Grubbing		$ 100.00
22,200 cu.yds	Embankment	.75	16,650.00
80 lin.ft	18" Culvert Pipe	2.00	160.00
	Sub-total		$16,910.00
			$144,210.00
	10% Engr. & Cont.		14,425.00
	Total		$ 158,635.00

Length of Project 0.523929 miles
Cost per Mile $302,815.95

State Funds Available	$ 59,891.51	
Federal Aid Requested	98,761.49	(62.28%)
	$ 158,653.00	

State funds for construction: Chapter 175, Laws 1917; Chapter 81, Laws 1920

" " " Maintenance Resolution Aug. 17, 1917; Chapter 287, Laws 1917.

PR 117 B

April 2nd, 1928

Lindstrom & Feldmann,
Worcester Bldg.
Portland, Oregon.

Gentlemen:

We are today sending you by express four copies of contract #1035 awarded to you by the State Highway Commission on March 27th, 1928 for the construction of the Springfield Bridge over the Willamette River on the McKenzie Highway in Lane County.

Please execute all four copies as to agreement and bond and return all four copies to this office for completion by the Highway Commission. When this is done we will gladly furnish you an executed copy and also furnish a copy to the surety on your bond.

Your special attention is called to the paragraph on page 10 of this contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry out your work in strict compliance therewith.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:M

March 28, 1927.

PR 117-B

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending you three revised sets of plans covering the Springfield Overcrossing Section, Oregon Project 117-B. These planshave been corrected in accordance with the discussion held with Mr. Davis yesterday.

We are enclosing herewith six copies of revised estimate of cost to accompany the plans.

It is requested that the plans and estimates previously sent to you be destroyed.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSousa/AP

Encls.

Oregon State Highway Department — Project No. 117-B

SPRINGFIELD OVERCROSSING SECTION OF THE McKENZIE HIGHWAY

In LANE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, March 24, 1928.

Springfield Bridge

600 cu.yds	Excavation	$3.00	$1,800.00
100 cu.yds	Excavation below plans	6.00	600.00
400 cu.yds	Class "F" Concrete	20.00	8,000.00
550 cu.yds	Class "A" Concrete	22.00	12,100.00
840 cu.yds	Class "D" Concrete	22.00	18,480.00
810,000 lbs	Metal Reinforcement	.045	18,900.00
1,000,000 lbs	Structural Steel	.088	88,000.00
1,730 lin.ft	Handrail	4.50	7,785.00
	Sub-total for Structure		$151,615.00

Grading Approaches (Seperate Contract)

All Required	Clearing and Grubbing		$ 100.00
22,200 cu.yds	Embankment	.75	16,650.00
90 lin.ft	18" Culvert Pipe	2.00	180.00
	Sub-total for Approaches		$16,930.00
	Sub-total for Both		$ 148,545.00
	10% Engr. & Cont.		14,854.50
	Total		$ 163,399.50

Length of Project 0.523959 Miles

Cost per mile $311,873.56

State Funds Available	$ 61,683.32	
Federal Aid Requested	101,716.18	(62.25%)
	$163,399.50	

March 22, 1933.

FR 117-B

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate of cost to accompany the plans on the Springfield Overcrossing Section, Oregon Project 117-B.

Four blue print sets of plans were sent to you yesterday and the structural plans previously had been sent to you direct by the Bridge Department.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 117-B

SPRINGFIELD OVERCROSSING SECTION OF THE McKENZIE HIGHWAY

IN LANE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, March 23, 1928.

G R A D I N G

All Required	Clearing and Grubbing			$ 120.00
22,200 cu.yds	Embankment		.65	14,430.00
24,400 cu.yds	Trunk Haul, 0.5 Mile		.10	2,440.00
90 lin.ft	18" Culvert Pipe		2.00	180.00
		Sub-total		$17,150.00
		10% Engr. & Cont.		1,715.00
		Total		$18,865.00

Gross Length 0.674507
Net length 0.515303
Cost per mile, net length $36,752.17

State Funds Available	$9,279.07
Federal Aid Requested	9,585.93
	$18,865.00

SPRINGFIELD BRIDGE

350 cu.yds	Excavation	$3.00	$1,050.00
100 cu.yds	Excavation below plans	6.00	600.00
370 cu.yds	Class "E" Concrete	20.00	7,400.00
510 cu.yds	Class "A" Concrete	22.00	11,220.00
855 cu.yds	Class "D" Concrete	22.00	18,870.00
285,000 lbs	Metal Reinforcement	.045	12,825.00
1,000,000 lbs	Structural Steel	.065	65,000.00
1,725 lin.ft	Handrail	4.50	7,762.50
	Sub-total		$134,827.50
	10% Engr. & Cont.		12,482.75
			$ 137,310.25

Length of Structure 0.161204
Cost per mile $851,779.42

State Funds Available	$54,924.10	
Federal Aid Requested	82,386.15	(60%)
	$137,310.25	

SUMMARY

Item	Length	Total Cost	State Funds	Fed. Funds	
Reading	0.415[illegible]	$ 18,[illegible].00	$ 9,279.87	$ 9,[illegible].[illegible]	([illegible]%)
Springfield Av	0.161[illegible]	127,310.[illegible]	54,924.10	[illegible],[illegible].15	(60 %)
Totals	0.[illegible]	$ 1[illegible],[illegible].[illegible]	$ 64,[illegible].17	$ 91,[illegible].[illegible]	([illegible]%)

Form 70.

P.R. 1178

SPRINGFIELD BRIDGE

OREGON STATE HIGHWAY COMMISSION

BRIDGE DEPARTMENT

ESTIMATE AND COST DATA SHEET

ESTIMATE FROM (Strike out the ones which do not apply) { No plans / Sketch / Completed plans; drawings No. 3497, 3476, 7, 8, 9, 3480, k, 2, 3

County Lane

Bridge No. 1223

Estimate made by ..... Date 2-8-28

Checked by ..... Date .....

Calc. Book No. .....

Class A Loading

Number, length and type of spans:

6 - 50' R.C.span, 1-550' truss

ITEM	UNIT	ESTIMATE Quantity	ESTIMATE Rate	ESTIMATE Amount	CONSTRUCTED AMOUNT Quantity	CONSTRUCTED AMOUNT Rate	CONSTRUCTED AMOUNT Amount
Excavation	cu. yds.	650	3.00	1650.00			
Excavation below elevation shown	cu. yds.	100	6.00	600.00			
..... piling	lin. ft.						
..... piling	lin. ft.						
Class B concrete	cu. yds.	370	20.00	7400.00			
Class A concrete	cu. yds.	510	22.00	11220.00			
Class D concrete	cu. yds.	835	22.00	18370.00			
Metal reinforcement	lbs.	285,000	.04½	12825.00			
Lumber	M. B. M.						
Structural steel	lbs.	1,000,000	.06½	65000.00			
Trestle superstructure	lin. ft.						
Wood truss spans, ...ft. long	each						
Handrail	lin. ft.	1725	4.50	7762.50			
Riprap	cu. yds.						
Removal of old bridge	lump sum						
Maintenance of traffic	lump sum						
Fill		22,000	.50	11000.00			
Subtotal				135327.50			
Plus 10 per cent for contingencies				13532.75			
Total construction cost				148860.25			
Plus 10 per cent for engineering				14886.02			
Total cost				$163746.27			

P.S.C. OR. ORDER NO. 1577 PR 117B

BEFORE THE PUBLIC SERVICE COMMISSION OF OREGON

Springfield bridge

In the matter of the application of the State of Oregon through its State Highway Commission for an order authorizing and directing the elimination or vacation of a grade crossing over Second Street in the Town of Springfield.	))))))	F-1414

On July 27, 1927 the Oregon State Highway Commission filed an application requesting that this Commission enter an order directing that a present existing grade crossing at the intersection of Second Street in the Town of Springfield with the tracks of Southern Pacific Company at such point be closed and abandoned to all traffic except pedestrian by a relocation of the McKenzie River Highway. However at the time of hearing such application was amended so as to provide for the total elimination and abandonment of such crossing. Southern Pacific Company and certain residents and property owners of the Town of Springfield filed answers to such application denying the material allegations therein contained.

After statutory notice of time and place of hearing the above entitled matter came on for hearing before the Commission at the Court House, Eugene, Oregon, on October 7, 1927 at the hour of 10:30 o'clock A. M. Applicant appeared by J. M. Devers and R. C. Harding, attorneys; Southern Pacific Company by Paul P. Farrens of counsel and the Town of Springfield by Chas. A. Hardy, attorney and J. M. Peterson, city attorney; Lane County appeared by John F. Medeley, district attorney, C. P. Bernard, county judge and Clinton Hurd, county commissioner.

This proceeding is brought under a newly enacted statute passed by the Legislative Assembly in 1927 and designated Chapter 304 General Laws of Oregon 1927 which provides in part as follows:

> " * * * The Commission shall also have power and authority, after a hearing upon a petition filed by the state, any county, municipality or other public authority in interest to eliminate a grade crossing by a relocation of the highway when, in its opinion, the public safety requires such alteration or change, and that portion of the expense of such alteration or change resulting in the elimination of a grade crossing by reason of the relocation of the highway which is directly chargeable to the grade elimination, shall be divided between the railroad company or companies and the state, county, municipality or other public authority in interest in the following manner. Fifty

per cent of such costs shall be borne by the railroad company or companies and 50 per cent of such costs shall be borne by the state, county, municipality or other public authority in interest; provided, however, that as to all crossings above or below grade hereafter constructed on state highways the proportion of expense to be borne by public authority shall be paid from the state highway funds, notwithstanding any allocation of cost made prior to the passage of this act."

At the present time the McKenzie River Highway extends from a junction with the Pacific Highway at a point between the Cities of Eugene and Springfield through the Town of Springfield and easterly along the McKenzie River across the summit of the Cascade Mountains to a connection with The Dalles-California Highway in the Town of Redmond. Said highway as now routed through the Town of Springfield traverses and employs from the northerly entrance to the intersection of Main Street in said town what is known as Second Street which street is intersected by the main line tracks of Southern Pacific Company at common grade.

It is the purpose of the Highway Commission to relocate the McKenzie River Highway by the construction of a new bridge and so routing such highway as to make unnecessary crossing the tracks of Southern Pacific Company at grade. This will, of course, eliminate practically all of the through traffic now crossing the Second Street grade crossing and it is the contention of the Highway Commission that such grade crossing should be entirely eliminated, abandoned and closed to public use.

Second Street is one of the main arteries of travel in Springfield and several business houses and residences are located thereon. Both the Southern Pacific Company and attorneys for the Town of Springfield question the jurisdiction of this Commission as to its authority to enter an order eliminating the grade crossing at Second Street. Inasmuch as this matter is decided on other grounds it is not necessary to consider this feature at this time.

Under our construction of the above statute before any of the costs of relocating a highway can be assessed against a railroad or municipality there must be a total elimination of a grade crossing by a relocation of the highway and the mere diversion of traffic therefrom is not sufficient to justify the assessment of any portion of the cost of relocating such highway against the railroad company or municipality. It is a recognized fact that there is more or less hazard existing at any grade crossing. Therefore it is just a question as to whether or not public necessity and convenience outweighs the hazard involved. In this particular case we find a growing town with increasing population and business enterprises some of which are located on Second Street.

In view of these facts we are of the opinion that to erect a barrier across this street by the elimination of the existing grade crossing would greatly inconvenience and discommode the inhabitants of Springfield and would be against the best public interests.

Because of the benefits accruing to Southern Pacific Company by reason of the elimination of a large portion of the traffic now using the Second Street crossing it is our belief that the railroad company should contribute towards the cost of relocating this highway but under the existing law we do not believe that any of the burden can be placed upon it without closing the Second Street grade crossing which we believe cannot be done without throttling the progress and development of Springfield.

Applicant also suggests that the Second Street grade crossing can be eliminated by the construction of an overhead or undergrade crossing. However, after a careful consideration of this proposed plan we are of the opinion that such a proposition is impracticable.

O R D E R

IT IS HEREBY ORDERED, that the above entitled matter be and the same hereby is dismissed without prejudice.

AND IT IS SO ORDERED.

Dated at Salem, Oregon, this 8th day of March, 1928.

PUBLIC SERVICE COMMISSION OF OREGON

BY E. Ostrander,

H. H. Corey,

Louis E. Bean,

Commissioners.

ATTEST:

Benj. F. Forbes, Jr.,

Secretary.

FORM 27 B-4625 1500 4-37

COMMISSIONERS
WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
C. E. GA[illegible], MEDFORD

AP 117 B

NOTED
State Highway Engineer

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY
C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON
STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

316 OREGON BUILDING
SALEM August 18, 1937.

file Springfield Bridge

Mr. K. A. Elwir,
State Highway Engineer,
Office.

Dear Sir:-

[illegible] relative to the erection of [illegible] the [illegible] It appears that [illegible] the east end of [illegible] [illegible] to all parties [illegible] to obtain [illegible] be required to [illegible] and the [illegible] by the [illegible] [illegible] drawings.

[illegible] indicating [illegible] extreme flood [illegible] At this site [illegible] of the river, [illegible] 1000'. [illegible] 1. Area [illegible] the [illegible]

[illegible] 1, [illegible] the [illegible] V/Vo, the V/Vo represents [illegible] [illegible] [illegible]

We will [illegible] total area of waterway afforded [illegible] to 37,700 sq. ft., [illegible] equivalent area reduced to maximum mean velocity [illegible] amounts to 11,740 sq. ft.

As a check on this method, I have computed the relative velocities by means of the Ganguillet-Kutter formula. (See Table II page 2). Column 1 lists the segments of area, column 2 the area of these segments in square feet, column 3 the slope of the stream as determined from U. S. C. & G. S. [illegible], column 4 the hydraulic depth, column 5 the coefficient of roughness of the stream to be used in the solution of the latter formula. A coefficient of .020 is generally used for straight beds of uniform cross-section with firm gravel or rock bottoms. The coefficient .030 is ordinarily used for earth bottoms with occasional stones, weeds, etc. The coefficient .035 for streams in bad order and sometimes overgrown with vegetation or strewn with stones and debritus.

The above are the only data published and to be on the safe side, I have carried the roughness coefficients up to point .05 for the overflow flats on the west bank for the area of the impedence due to trees, fill[illegible] at this end of the small buildings which will impede the flow materially.

Column 6 is the constant C computed by the standard flow formula by Kutter.

Column 7 is the mean velocity computed by the Chezy formula $V = C\sqrt{RS}$

Column 8 is the relative velocities V/V_o computed by the Chezy method and corresponds to column 7 of Table I.

Column 9 is the equivalent area corresponding to column 8 of Table I. The total [illegible] reduced to 10,440 sq. ft., as against 11,740 sq. ft. computed [illegible].

[illegible] is the sum of the individual areas shown in column 2 and is the equivalent area reduced to the case of the rectangular cross-section.

[illegible] Table VI is a [illegible] for the purpose [illegible]. A comparison of [illegible] follows:

	Total Area	Equivalent Area Method 1
[illegible]	37,700	11,740
[illegible]	31,[illegible]	11,007
[illegible]	11,[illegible]	8,570

	Equivalent Area Method 2
[illegible]	1,[illegible]
[illegible]	2[illegible],7[illegible]
[illegible]	7,[illegible]

- -

The above table indicates that the waterway furnished by the structure proposed compares favorably with either of the waterways immediately above it at the present time.

Referring back to Figure 1, the only objection to the proposed structure is the fill which I have shown at point L. You will note that the encroachment or blocking of the waterway is very small in comparison to the amount which is blocked off by the railroad fill at the present time. (See Fig. 2) I have also indicated a dotted line as a method whereby the channel may be deepened to provide relief (over and above the area obstructed) from the main channel.

During the maximum flood in 1861, the discharge at Albany was 302000 second feet. This drainage comprehends the Willamette, the Mckenzie, the Long Tom and the Calapooya and embraces an area of 4,060 square miles. The Spring field bridge is located practically at the confluence of the South Fork and the Middle Fork of the Willamette, which have drainage areas of 705 square miles and 1480 square miles respectively, making a total of 2185 square miles. Applying this same discharge factor, it is probable that the river at this point would have a maximum discharge of about 171,000 second feet during a flood similar to that of 1861.

In November of 1909 the Middle fork discharged 132,000 second feet at Jasper, Oregon, which is the highest discharge of which I have any record.

To be on the side of safety, however, we should assume a maximum flood discharge of 140,000 second feet, while I question whether this will ever be realized. At Albany our normal channel velocity during maximum flood was found to be 8.6 feet per second, without pier obstruction of 9.46 feet or about 10% into consideration the obstruction of the piers and guard cribs. Assuming a maximum channel velocity of 9.2 feet per second, the required width would be 111,000 second feet which is not quite equal to the maximum flood discharge.

The last study should be made to the capacity of the situation at Spring field. It indicates that the river channel is not large enough to carry maximum flood discharges without throwing a large amount of water over the flood plains on the west. It indicates that the buildings along this flat will always be safe from the danger of flood damage. The channel just isn't large enough to safely carry extreme floods without over-loading the flood plains. (This is a condition which does not exist at Albany, the main channel being relatively larger in size of main field). These studies on the other

hand, do indicate that the placement of our bridge structure has nothing to do with the problem. We are providing as much waterway as is provided by the present structures and if our fill has any effect at all, it is to divert part of the flood water back into the main channel and relieve rather than accentuate the present condition.

The whole answer to the problem is a deepening of the channel as indicated by the dotted lines on figure 1. This should be done, not only at the bridge site, but all the way from Judkins Point to a distance considerably above the old railway bridge. The people of West Springfield will never have relief until this is done and when it is done, our structure will provide adequate capacity for the extreme flood discharge.

The data which I have submitted has been taken from maps and from inspection on the ground. The flood plane cross sections are not accurate, due to the fact that no survey across the flood plane has been made. I feel most of the controlling measurements, however, by speedometer readings from existing maps and I think the information is fairly accurate. If this question assumes any serious proportions, we can have surveys made. I would be glad to talk this matter over with you if you think anything further needs to be done at this time.

Very truly yours,

[signature]

Bridge Engineer.

CHH:C:P

WATERWAY--UNION ST. - NEW HIGHWAY BRIDGE AT SPRINGFIELD

TABLE I

Method 1 - Proportional velocities from area by beta

1 Segment of Area	2 Sta. to Sta.	3 Mean Depth	4 Proportional to Velocity V/V_o (Mean Velocity Coef.)	5 Total Area A	6 Equivalent area A (V/V_o)
A	5000' Cross Cut to Sta. 6+0	5'	25%	15000	3750
B	10 to 11 + 50	7½'	37%	1100	400
C	11 + 50 to 17+00	11'	75%	6700	5070
D	17+00 to 18+00	8½'	42%	2900	1230
		TOTAL		25700	11750

TABLE II

Method 2 - Manning formula

1 Segment	2 Area	3 S Slope	4 Mean Depth	5 n	6 C	7 $V=C\sqrt{RS}$	8 V/V_o	9 AV/V_o
A	15000	.00152	5'	.04	78	8.72	15.5%	2330
B(10+00 to 11+50)	1100		7½'	.04	88	9.25	37.0%	400
C(11+50 to 17+00)	6700		11'	.04	112	17.0	75.0%	5020
D(17+00 to 18+00)	2900		8½'	.040	70	7.15	40.0%	1160
					TOTAL			10910

Ratio $\frac{A\,V/V_o}{A} = V_o$

[illegible] - [illegible]

TABLE III

Method 1 - [illegible] Velocities from [illegible] Data

1 Segment of Area	2 From Sta. to Sta.	3 Mean Depth	4 Proportion to velocity V/V_o (See [illegible] studies)	5 Total Area A	6 Equivalent area $A(V/V_o)$
A	17+00 to 21+90	[illegible]'	100%	9000	9000
B	21+90 to 22+00	2½'	12½%	500	62
C	21+00 to 22+50	6'	30%	1150	345
D	20+00 to 20+50	3'	15%	1200	180
E	22+52 to 28+52	10'	50%	3000	1500
		TOTAL		14,850	11,087

TABLE IV

Method 2 - [illegible] Formula

1 Segment	2 Area (A)	3 Slope	4 Depth	5 n	6 C	7 $V=C\sqrt{RS}$	8 V/V_o	9 $A(V/V_o)$
A	9000	.00122	20'	.032	113	17.6	100%	9000
B	500		2½'	.040	71	9.2	12.5%	62
C	1150		6'	.038	80	7.15	33.2%	380
D	1200		3'	.040	71	2.66	15.2%	182
E	3000		10'	.032	74	6.15	46.5%	1395
					TOTAL			10375

[illegible] for V_o

WATERWAY REPORT - OLD HIGHWAY BRIDGE AT SPRINGFIELD

TABLE V

Method 1 - Proportional velocities from Albany Data

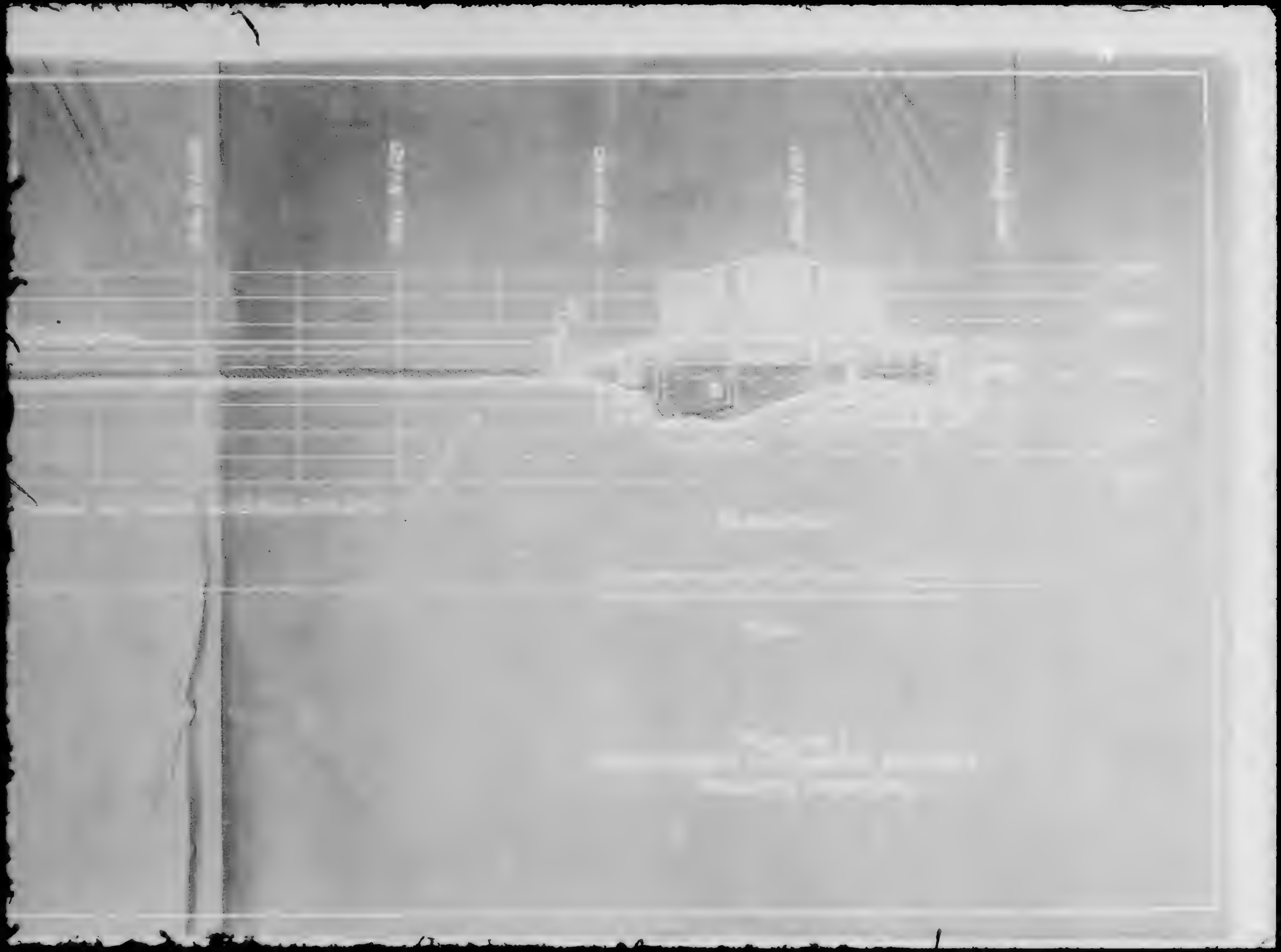
1 Segment	2 From Sta. to Sta.	3 Mean Depth	4 Proportionate velocity V/V_o (from Albany studies)	5 Total Area(A)	6 Equivalent Area $A(V/V_o)$
A	0+40 to 4 + 0	17'	85%	7500	6370
B	4+0 to 5 + 00	5½'	18%		
C	5+50 to 10+ 50	5½'	10%	5900	700
D	R. T. Relief	10	30%	3000	1500
		TOTAL		14400	8570

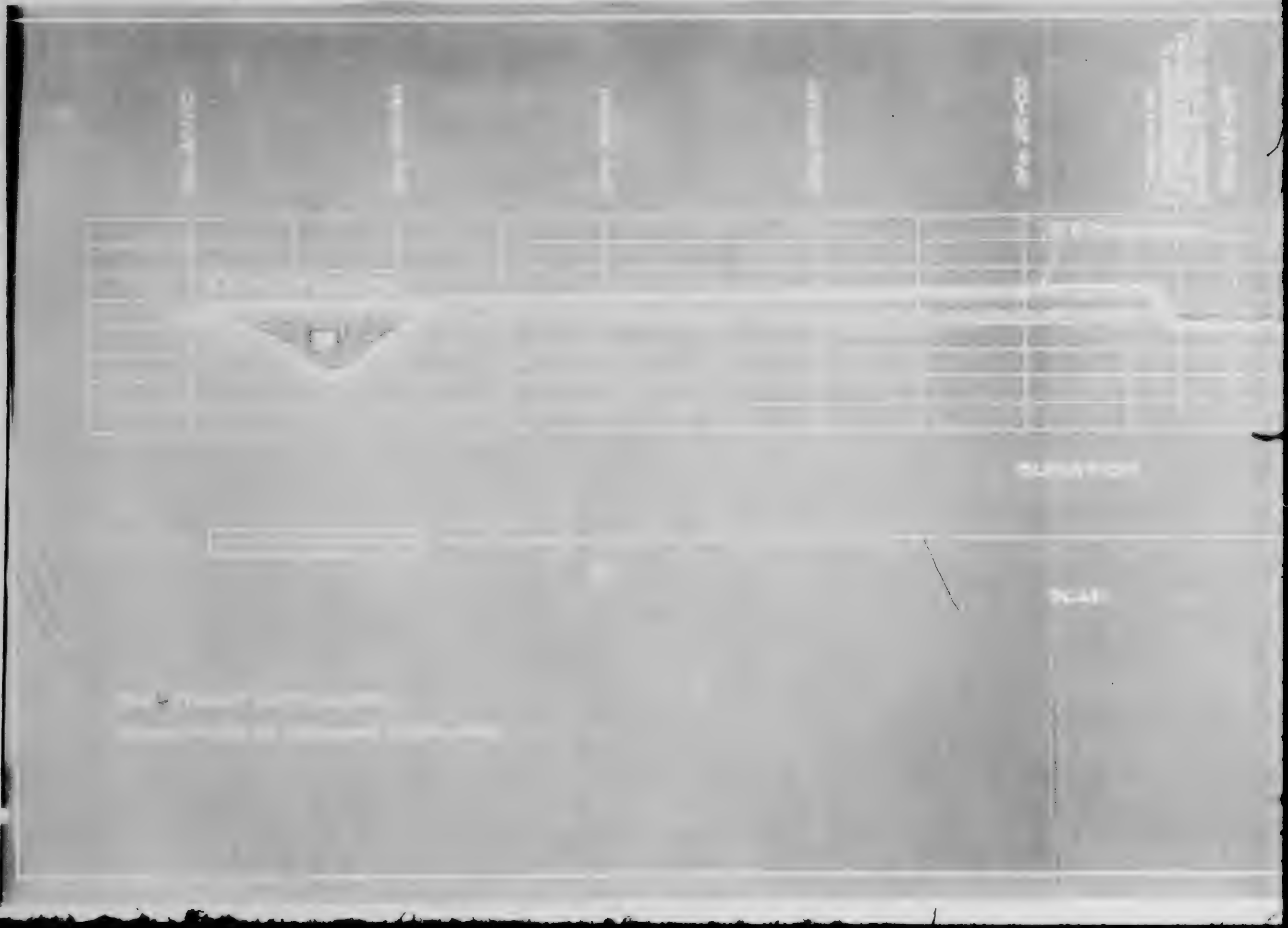
TABLE VI

Method 2 - C and R formula

1 Segment	2 Area a	3 S	4 Depth D	5 R	6 C	7 $V=C\sqrt{RS}$	8 V/V_o	9 $A(V/V_o)$
A	7500	.00122	17'	.622	104	1.9	90.4%	6780
B	1760		5½'	.5	.1	.6	.5	130
C								
D	3000		10'	.50	74	3.1	46.2	1386
						TOTAL		8296

Optimum Velocity Ratio V/V_o





CONTRACT # 1035,

PR 140-A Gardiner Summit Sec. 1928

1035

P C

PR 140 C

November 5, 1928

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1035 for the construction of the Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County consisting of 1.95 miles of grading has been completed by the contractor, E. L. Gates, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 15th, 1928.

The State is not advised of any unpaid claims for labor or [illegible], or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract will be $33,467.03 including the final payment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

PR 1402

November 1, 1928.

County Court of Douglas County,
Roseburg, Oregon.

Gentlemen:

On April 20, 1928, in accordance with a cooperative agreement between Douglas County, the local road district and the State, a contract was let for grading the Gardiner Summit Section of the Roosevelt Highway, 1.93 miles in length. This project has now been completed and the following financial statement covering the final cost is submitted.

The original set-up for this project was $20,116.87 by the Court in behalf of the local road district, resolution dated November 26, 1927. At a later date the County Court of Douglas County made a set-up of $20,000 for this project and under resolution confirmed on May 4, 1928 provided for payments as follows: $5,000 in the calendar year 1928, $7,500 in the year 1929 and $7,500 in the year 1930.

The cooperative basis agreed to at the Highway Commission meeting on January 26, 1928 was two-thirds state, one-sixth local road district and one-sixth by Douglas County. Outside of this agreement, the regular practice prevailed that the County should secure the right of way and the State pay the entire expense of engineering, which has been done. Inasmuch as there were some savings made on this project, the following statement is made:

Total payments to the contractor	$83,467.06	
State's share of final cost, two-thirds	55,644.72	
County and Road District share, one-third	$27,822.34	
Douglas County original agreement		$20,000.00
To be paid $5,000 in 1928, $7,500 in 1929 and $7,500 in 1930		
Douglas County final share of cost		$13,911.18
Paid by County June 12, 1928		2,500.00
Balance due by County		$11,411.18
To be paid $2,500 in 1928, $7,500 in 1929 and $1,411.18 in 1930		
Road District No. 3 original set-up		$20,116.87
To be paid on request		

Road District share of final cost	$19,911.18
Paid by district June 12, 1928	15,906.64
Credit for Road District	$ 4,004.54

We would be pleased to receive the balance of the county payment of $2,500 due in 1928 prior to the 15th of November, so that we may show proper credit to the County in our report for the current biennium.

Very truly yours,

State Highway Engineer.

RAYMI

cc S. H. Prahert, Office
Fred Aerenheiner, Gardiner

PR 140a

October 25,1928

Mr. A. L. Wirin, Atty.
Chamber of Commerce Bldg.
Portland, Oregon.

Dear Sir:

Replying to your letter of the 24th inst. in which you request copy of condemnation proceedings instituted by the state of Oregon to secure right of way across the property of the Hanasha Western Ware Company in Douglas County, wish to say that we do not have copies of this proceeding. It is our understanding that this right of way was secured by the County Court of Douglas County and it is our thought that it was secured by resolution. Would suggest that you make inquiry of the Douglas County Court for further information.

It is noted in your letter that you request a copy of the contract of E. L. Cates. This request is no doubt a duplicate request for this copy. Our records show that we sent you a certified copy of this contract with our letter of October 23rd.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. E. Gleisner
Chief Clerk

HEG:JB

ABRAHAM ASHER
ATTORNEY AT LAW
CHAMBER OF COMMERCE BUILDING
PORTLAND, OREGON

ABRAHAM ASHER
A. L. WIRIN

October 24, 1928

State Highway Commission
Salem, Oregon

Attention: H. B. GLAISYER

Gentlemen:

Enclosed you will please find affidavit in accordance with your request in your letter under date of October 23d.

Would appreciate your kindness in sending me a copy of the contract upon receipt of the affidavit. You will note in this affidavit that I am also in need of a copy of the condemantion proceedings mentioned in the affidavit.

If you will be good enough to send me that also, I will be most grateful.

Yours very truly,

A. L. WIRIN

ALW:H

ANSWERED
H. B. G.

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

I, A. L. Wirin, being first duly sworn depose and say: that I am an attorney at law with office in the City of Portland, State of Oregon; that I am attorney for Dan E. Powers as trustee in bankruptcy of the estate of Roy Rozelle. That said Roy Rozelle prior to his filing his petition in bankruptcy had entered into a sub-contract for the demolition of certain timber upon the Roosevelt Coast Highway in Douglas and Coos County in the Winchester Bay lakeside Section, with E. L. Gates; who in turn had entered into a contract with the State of Oregon Highway Commission for the construction of said highway.

I further depose and say that a dispute has arisen in the Bankruptcy Court pertaining to the title to the timber upon said highway as between the estate of the said Roy Rozelle and Menacha Wooden Wear Company, and that I am in need of a certified copy of said contract as well as a certified copy of the condemnation proceedings instituted by the State of Oregon to secure said right of way for said highway overthe property of the Menacha Wooden Wear Co.

A. L. Wirin

Subscribed and Sworn to before me this 4th day of October, 1928.

Notary Public for Oregon

My Commission expires Oct. 29, 1929

56 56 PR 140a a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

October 24, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

It does not appear from our records that the customary copies of the contract for the construction of Oregon F.A.P. 140-A have been received in this office. It is customary to withhold payment of Federal aid until the copies of the contract have been received and forwarded to Washington.

The first voucher on the project in question has been recommended for payment, but the copies of the contract for this and all other projects should be forwarded in advance of the first voucher.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer.

and Sent Nov

PR 140 a

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore. 140-A

Post Office Building
Portland, Oregon.

October 6, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
Highway Engineer

Encl.

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

Notes
102

A4pr4146

Form P. R. 2

State Oregon

Project No. 140, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

9—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of July, 1928 by and between the State Highway Commission of Oregon

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 28th day of January, 1928, a project statement, which was approved by the Secretary on the 27th day of March, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 16th day of April 1928, and approved by the Secretary on the 4th day of September, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-six thousand, four hundred ninety and 95/100 dollars ($36,490.95) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

STRICKEN OUT

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be determined advantageous to the State and Federal Governments. Such construction work as may be performed by contract or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____
(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 726+50 in the N.W.¼ of Sec. 15, T.21 S., R.12 W., W.M., 1½ miles north of Gardiner, and survey station 839+00 in the S.W.¼ of Sec.4, T.21 S., R.12 W., W.M., terminal points, a distance of 1.954 miles, known locally as Federal Aid Route No. 2, Gardiner-Summit Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Douglas County, being Section A of Oregon Federal Aid Project No. 140.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—5518

JUL 12 1928 9 07 AM

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been available in the following manner, to wit:

(a) It is agreed that the construction work on the project may be performed by contract, by force account, or by convict labor, as may be found most advantageous to the State and Federal Governments. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary.

(b) In the construction of said project the Highway Department will give and cause to be given, other conditions being equal, preference in the employment of labor to honorably discharged soldiers, sailors, and marines, but no other preference or discrimination among citizens of the United States shall be made.—Section 6 of the act of Congress of February 28, 1919 (40 Stat., 1189).

STRICKEN OUT

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of Section A of thirty-six thousand, four hundred ninety and 95/100 dollars, certified to the Secretary of the Treasury as above mentioned, being not more than 62.26 per cent of ninety-three thousand, nine hundred fifty-eight and 70/100 Section A of dollars, the approved total estimated cost of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State (State or county) of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9. 1921. out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of Aug. 7, 1917, Chap. 357, Laws of 1917.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—6618

JUL 12 1926 9 00 AM

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the .....;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(b) By the .....;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: .....

.....

.....

* (Strike out if not appropriate)

STRICKEN OUT

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of September, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H Braunsgen
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] .....
Acting Secretary of Agriculture.

Tab

EXECUTE AGREEMENTS SEE PROJECT NO. 11-A
FOR AUTHORITY OF HIGHWAY DEPARTMENT TO

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 736+50 in the N.W.¼ of Sec. 15, T.21 S. R.12 W., W.M. 1½ miles north of Gardiner, and survey station 839+70 in the S.W.¼ of Sec. 4, T.21 S., R.12 W., W.M., locally known as Federal Aid Route No. 2, Gardiner—Summit Section of the Roosevelt Coast Highway between Coos Bay and Hebo, Douglas County, Section A of and designated in the records of this Department as Project No. 140, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $93,958.70 Section A of as the total estimated cost of said project, and the sum of $36,490.95 Section A of as the share of the United States, payable under said acts on account of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 4th day of September one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

Ans

GOVERNMENT PRINTING OFFICE 8—4829

Form 39—C-9210—1M—7-28.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED J. S. SAWYER PK 140a

Job name Gardiner Summit

Date Oct 1, 1928

Week from Sept 23rd to 29th

Mail address Gardiner

Highway Roosevelt Coast

Telegraph or telephone address Gardiner

County Douglas Job prefix 10PK

Express and freight address Gardiner

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Completed building flumes along edge of fills. Completed final estimate on 10PK and took same to Salem Friday night.

RECEIVED
OCT 3 1928
OFFICE OF
DIVISION ENGINEER
DIVISION NO. 2

(See back of this sheet for instructions and detailed information.)

Signed D. E. Robert

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed 1.95

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 10 P.K. ..... *Percentage* 100

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

June 14, 1929

PR 160-A

Bureau of Public Roads,
Box 2000
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Cardinal Summit Section, Oregon Project 160-A.

We regret that we overlooked sending this estimate to you before.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeCoursey/AF

Encls.

[illegible] State Highway Department — Project 140-A

GARDINER SUMMIT SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate on basis for project agreement. Based on contract prices.)

Salem, Oregon, June 16, 1926.

All Required	Clearing and Grubbing		$16,500.00
23,200 cu.yds	Common Excavation	.56	29,932.00
14,200 cu.yds	Other Excavation	.80	11,360.00
25,000 yd.sta.	Overhaul	.06	1,656.00
6,000 yd.mi.	Trunk Haul	.30	1,800.00
1,000 lin.ft	18" Culvert Pipe	2.00	2,000.00
40 cu.yds	Rubble Masonry	12.00	480.00
		Sub-total	$ 86,417.00
		10% Engr. & Cont.	8,541.70
		Total	$ 95,958.70

Length of Project 1.954 miles

Cost per mile $48,966.31

State Funds Available $57,467.75

Federal Aid Requested 38,490.95 (38.83722%)

$95,958.70

State Funds for Construction: Chapter 175, Laws 1917; Chap. 31, Laws 1919

" " " Maintenance: Res. Aug. 17, 1917; Chap. 237, Laws 1917.

PR 140a

May 16th,1928

Mr. H. L. Gates,
Lakeside, Oregon.

Dear Sir:

Herewith please find fully executed copy of contract No. 1035 awarded to you by the State Highway Commission on April 30th, 1928, covering 1.95 miles grading on the Gardiner Summit Section of the Roosevelt Coast Highway in Douglas County.

This copy is for your records and files.

Very truly yours,

By A. Klein
State Highway Engineer

By

H. R. Glatzmyer
Chief Clerk

JS

Form 39—C-7616—2M—1-28.

PR 140a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED NOTED

Date May 5th, 1928

Job name Gardiner Summit — Week from April 29th to May 5th

Mail address Gardinar

Highway Roosevelt Coast — Telegraph or telephone address Gardinar

County Douglas — Job prefix 10P.K. — Express and freight address Gardinar

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Gatas has crew of man (12 today) slashing brush. Got from baginning of job to sta. 789 or about ½ the largth of job.

A crew of 10 men started falling and bucking today.

Building a very substantial camp near the center of the job.

Party spent most of this week making stakes.

Road has been blocked all week because of heavy travel (tractor and wagon hauling camp material) and rain last week and fore part of this.

(See back of this sheet for instructions and detailed information.)

Signed D. E. Roberts

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project 1.95

Miles completed —

Miles completed except finishing —

Total cubic yards in project 137,400

Cubic yards moved to date —

Miles covered by contractor's forces 1.0

Miles cross-sectioned —

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 4

Contractor's average force for week 8 men,

— teams, — steam shovels

Grading work will be completed about Oct 31st 1928

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 10 PK Percentage 75
2. 10 V O Percentage 25
3. Percentage
4. Percentage

PR 1400a

April 23,1928

Mr. M. L. Gates,
Lakeside, Oregon.

Dear Sir:

We are sending you today by express four copies of contract No. 1035 which was awarded to you by the State Highway Commission on April 20th, 1928, covering 1.95 miles of grading of the Gardiner-Summit Section of the Roosevelt Coast Highway in Douglas County.

Will you please execute all four copies as to agreement and bond and return all copies to this office for completion by the State Highway Commission. When this is done we will be pleased to forward you an executed copy for your records and files and also send a copy to the surety on your bond.

Your special attention is called to the paragraph on page 7 of this contract relating to the Workman's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

PR 1400

April 25, 1928.

Mr. R. H. Wells,
Elkton, Oregon.

Dear Sir:

Your letter of April 10 addressed to the State Highway Commission was addressed to Portland, Oregon and, consequently, did not reach the office here in Salem in time to furnish you with any data on the Gardiner project.

This is a grading job 1.95 miles in length and there is a large amount of clearing to be done and culverts to be installed and some fairly heavy grading work. It is suggested, if you are interested in this work, that you get in touch with Mr. E. L. Gates, the successful bidder. Mr. Gates is the contractor who has just completed the grading of the Lakeside-Winchester Bay Section, and I anticipate can be reached at either Lakeside or Reedsport.

Very truly yours,

State Highway Engineer.

BAK:HI

Elkton Ore 4/10 1928

State Highway Commission
Portland Ore.

Gentlemen. I see by the paper, Douglas Co has a section of road near Gardiner on Roosevelt highway or Summit section. 1.95 Mi.

I do some contract work I would like some discription of the job. as how to find same about how far from Gardiner and the Engineer station at starting point and othe station on which it ends.

Please let me hear from you at once, as the time is short.

Yours Truly
O. R. Wells.

PR # 140-a

April 16, 1928.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
Box 5200
Portland, Oregon.

Dear Sir:

Reference is made to your letter of April 14, calling attention to a discrepancy in the location of the north terminus of the Gardiner Summit Section as this location is shown in the sketch map and in the detail plans.

The error is found to be in the sketch map, and we have accordingly made the necessary correction. Five blue print copies of the corrected map are being sent to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

POST OFFICE BUILDING.
PORTLAND, OREG.

April 14, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the plans of the Gardiner-Summit Section of the Roosevelt Coast Highway.

In checking over these plans it is noticed that the sketch map shows the project ending in the southeast quarter of Section 4, while on the detail sheets it shows the project ending in the southwest quarter of Section 4. Presumably the detail sheets are correct. If this is the case kindly advise, and we will correct the sketch map here. Will you also please furnish us with one additional copy of the sketch map.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Highway Engineer.

April 14, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the plans of the Gardiner-Summit Section of the Roosevelt Coast Highway.

In checking over these plans it is noticed that the sketch map shows the project ending in the southeast quarter of Section 4, while on the detail sheets it shows the project ending in the southwest quarter of Section 4. Presumably the detail sheets are correct. If this is the case kindly advise, and we will correct the sketch map here. Will you also please furnish us with one additional copy of the sketch map.

Very truly yours,

H. M. LYNCH
District Engineer

By _____
J. A. Elliott
Highway Engineer.

PR # 140-a

CONCRETE PIPE

April 8, 1926.

Eugene Concrete Pipe Company,
Eugene, Oregon.

Attention Mr. Howard A. Hall

Gentlemen:

In reply to your letter of April 6, this will advise that the plans for the grading of the Gardiner Summit Section call for 1000 lineal feet of 18-inch concrete culvert pipe. No other size of culvert pipe is required for this project.

Very truly yours,

ROY A. KLEEB
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

IVAN H. WARE, SECRETARY
BRUCE B. BRUNDAGE, TREASURER

EUGENE
CONCRETE PIPE COMPANY

HIGHWAY CULVERT PIPE
SEWER PIPE, DRAIN PIPE
IRRIGATION AND WATER PIPE

McINTYRE HOLLOW WALL TILE
SHOPE FACE BRICK BLOCK
VAULT AND SEPTIC TANKS

ESTABLISHED 1912
CONCRETE PRODUCTS OF MERIT

EUGENE, OREGON

April 6th, 1928.

Mr. S.H.Probert, Office Engineer.
Oregon State Highway Commission.
Salem, Oregon.

Dear Mr. Probert ;-

As there will only be one or two culvert jobs this year we are going to have to be sure we get that little one at Gardiner before we have to lay off and fish for the summer, so we would like to have the footages of the various sizes that this work will require if you please.

Very truly yours,

Eugene Concrete Pipe Co.,
Horace G. Hall.

1000 ft
18"

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS AND OTHER CAUSES BEYOND OUR CONTROL. PRICES SUBJECT TO CHANGE WITHOUT NOTICE. ADDRESS COMMUNICATIONS TO THE COMPANY

April 9, 1928.

FR 140-A

Bureau of Public Roads,
Box 8000
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans on the Gardiner Summit Section, Oregon Project No. 140-A.

Four blue print sets of plans and one original set of cross sections are today going forward to you under separate cover.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

R. H. Probert
Office Engineer

Dict by J. W. DeSousa/AP

Oregon State Highway Department — Project No. 140 - A

GARDINER SUMMIT SECTION OF THE ROOSEVELT COAST HIGHWAY

IN DOUGLAS COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, April 8, 1926.

All Required	Clearing and Grubbing		$10,000.00
83,200 cu.yds	Common Excavation	.75	59,150.00
54,200 cu.yds	Other Excavation	.80	43,360.00
55,500 yd.sta.	Overhaul	.05	2,775.00
6,000 yd.mi	Truck Haul	.40	2,400.00
1,000 lin.ft	18" Culvert Pipe	2.75	2,750.00
40 cu.yds	Rubble Masonry	12.00	480.00
		Sub-total	$80,925.00
		10% E. & C.	8,092.50
		Total	$89,973.50

Length of Project 1.954 Miles

Cost per mile $51,165.51

State Funds Available	$53,482.55	
Federal Aid Requested	36,490.95	(35.50035%)
	$89,973.50	

CONTRACT # 1042, 1098

PR 142-A Br. over Umpqua River at Scottsburg 1928

1042, 1098

PR1424

September 8, 1926.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are returning herewith four copies of final federal aid voucher, covering the Scottsburg Bridge Section, Project No. 142-A. The amount of this voucher as revised is $22,903.27.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Frobert,
Office Engineer.

Dict. by J. W. Nash/er.
encl.

22532.27
22531.21
1.06 additional chg

J354

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. 142-A

POST OFFICE BUILDING
PORTLAND, OREG.
Sept. 5, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to the final voucher submitted for Oregon Federal Aid Project 142-A.

It is noted that 14,434 pounds of reinforcing metal is claimed on the voucher, whereas the final field estimate shows but 13,434 pounds for this item. We have carried this correction through the voucher in pencil and are returning all copies to you for your recheck and correction.

In case you rewrite any portion of the voucher kindly return our checked copy.

Very truly yours,

W. H. Lynch
District Engineer

By [signature]
Highway Engineer

Encl.

pf 142a

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.A.P.142-A

Post Office Building
Portland, Oregon.

Feb. 7, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

RECEIVED
OREGON

A4 pr 6027

Federal Aid Project No. 142, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 17, 1929, by the State Highway Commission of Oregon, and on November 13, 1929, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 142, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section A to provide for increases in the quantities of excavation below plans, Class "B" concrete, and reinforcing steel found necessary during the progress of construction work, and to provide for the construction of embankment approaches to the bridge and an additional approach span, and for the construction of the connecting road on the east 0.528 of a mile in length, thereby increasing the length of said Section A from 0.154 of a mile to 0.859 of a mile; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $106,832.00 to $135,127.30, and that the Federal funds approved and set aside to the credit of said Section A be increased from $85,481.55 to $82,832.91:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of eighty-two thousand, eight hundred thirty-two and 91/100 dollars ($82,832.91) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article I shall read:

"Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the county of Douglas, $26,147.20 in accordance with Resolution of June 9, 1928, such funds having been placed under the direct control of the Highway Department by having been deposited with the State Treasurer.

(b) By the Umpqua Highway Improvement District, $26,147.20 in accordance with Resolution dated June 13, 1928, such funds having been placed under the direct control of the Highway Department by having been deposited with the State Treasurer."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans, and specifications:

Between survey station 0-36.7 on the south side of the Umpqua River near Scottsburg, and survey station 45+00 on the north side of the Umpqua River, in Sec. 18, T.22 S., R.9 W., W.M., terminal points, a distance of 0.859 of a mile, known locally as the Umpqua Highway between Reedsport and Drain, Douglas County, being Section A of Oregon Federal Aid Project No. 142, consisting of 0.528 of a mile of roadway and one bridge of more than 20 ft. clear span and approaches thereto 0.331 of a mile in length."

Paragraph (b) of Article III shall be and is hereby stricken out.

To Article III shall be added paragraphs (c) and (d) to read, respectively:

> "(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon."
>
> "(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $10,391.92, Federal Aid $5,466.89; one bridge, approved estimate $124,735.38, Federal Aid $76,366.02."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of eighty-two thousand, eight hundred thirty-two and 91/100 dollars ($82,832.91), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred thirty-five thousand, one hundred twenty-seven and 30/100 dollars ($135,127.30), the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon

on the 7th day of January, 1930,
and the Secretary of Agriculture on the 22nd
day of January, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By [signature]
Chairman, State Highway Commission

By
Member, State Highway Commission

By [signature]
Member, State Highway Commission

[signature]
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 142, Section A.

EXHIBIT AGREEMENT TO FOR AUTHORITY OF HIGHWAY DEPARTMENT TO MENTS SEE PROJECT NO. 112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0-36.7 on the south side of the Umpqua River near Scottsburg, and survey station 45+00 on the north side of the Umpqua River, in Sec. 18, T.22 S., R.9 W., W.M.,

locally known as the Umpqua Highway between Reedsport and Drain, Douglas County,

Section A of
and designated in the records of this Department as Project No. 142, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 135,127.20 in lieu of the $66,481.55 approved by Certificate of Nov.13, 1929, Section A of as the total estimated cost of said project, and the sum of $ 32,232.21 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share per cent of said total estimated cost.

Done at the city of Washington, this 22nd day of January one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

R. M. Arnold
Acting Secretary of Agriculture.

Corb

GOVERNMENT PRINTING OFFICE 5—4800

#1998
100 J,-1
Fi 142a

December 23, 1929

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1028 for the construction of the approaches to the Scottsburg Bridge on the Umpqua Highway in Douglas County has been completed by the contractor, Johnson & Company, and that final settlement will be made by the State with said contractor for work done under said contract on or after January 7th, 1930.

The State has been advised of several claims against this contract, all of which you also have been advised, but you are advised that the state assumes no responsibility for the claims which are on file or any which may be filed.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid on this contract which will include the above final payment will be $19,023.25. Of this amount $231.66 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claiayur,
Chief Clerk.

Dict. by J. McFarland.

December 24, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In your letter of December 12, relative to federal aid project No. 142-A, you request that when the project agreements are returned, we accompany them with a showing that local funds in the amount indicated have been placed at the disposal of the State Highway Department.

The Umpqua Highway Improvement District and Douglas County have turned over to the State Highway Commission a total of $180,000, $50,000 to be used in the construction of the Scottsburg Bridge, and $130,000 to be used in the improvement of the section of highway between Drain and Scottsburg. The statement which accompanies your letter shows the amount of local funds required in connection with the construction of the Scottsburg Bridge and its approaches to be $48,369.34. This amount is fully covered by the $50,000 which has already been paid over to the State Highway Commission. The statement referred to also indicates the amount of local funds required in connection with the grading of the section of roadway leading east from the Scottsburg Bridge a distance of approximately one-half mile, to be $3,925.03. This amount will be paid from the $130,000 which the district and the county have provided for improvement work between Drain and Scottsburg. The only other obligation against this $130,000 is the grading work and bridge work which is now under way between Drain and Red Bridge, which work is estimated to require local funds to the amount of $69,440.12.

If any further showing in regard to the amount of district and county funds available is required, please advise us fully as to the kind of showing you desire to have made.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AF

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 12, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:- Oregon F.A.P. No. 142-A

We are enclosing herewith three copies of proposed project agreement, as amended, for signature and return to this office. When the agreements are returned to this office they should be accompanied by a showing that local funds in the amount indicated have been placed at the disposal of the State Highway Department.

attended to. SWL

In order that the total estimated cost of the actual construction will be shown, the summary of the estimate has been rearranged, and a copy thereof is enclosed. The method indicated should be followed in all cases when a different rate of cooperation is recommended for a portion of the work. There is no change in the amount of Federal aid, although the local funds have been increased to make up the difference between the total cost and the Federal aid.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer.

Encls.

SUMMARY

Item	Total Cost	Federal Aid	County Funds	Improvement Dist. Funds
Umpqua River Bridge and earth approaches	$121,815.98	$75,806.08		
Approach span	2,919.40	559.94		
Total bridge	$124,735.38	$76,366.02	$24,184.68	$24,184.68
Roadway	10,391.92	5,466.89	1,962.52	1,962.51
TOTAL	$135,127.30	$82,832.91	$26,147.20	$26,147.19

Form 33—D-12387—434—4-32.

PF 142a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 7, 1932

Job name Approaches to Scottsburg Bridge

Week from Dec 1st to 7th

Mail address Drain

Highway Umpqua

Telegraph or telephone address Drain

County Douglas Job prefix 10F1-1

Express and freight address Drain

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Completed final Estimate and mailed same to E A Collier.

NOTED
E. A. COLLIER

(See back of this sheet for instructions and detailed information)

Signed L. E. Roberts

Title Res Engr.

#1098

GRADING CONSTRUCTION

Total miles of grading in project 0 8C

Miles completed 0 8C

Miles completed except finishing ..... —

Total cubic yards in project 25117

Cubic yards moved to date 25117

Miles covered by contractor's forces 0 8C

Miles cross-sectioned 0 8C

Miles cross-sections completed and checked 0 8C

Miles to be remeasured ..... —

Number men in Engineering Party 5

Contractor's average force for week ..... — *men,*

..... — *teams,* ..... — *steam shovels*

Grading work will be completed about ..... Completed

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ..... 1.

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... 10 PS-1 ..... *Percentage* 26
2. ..... 10 PM ..... *Percentage* 34
3. ..... 20 PS ..... *Percentage* 40
4. ..... *Percentage* .....

#1098
1088-1
PF 142a

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R.E.PINNEY
Resident Vice-President
CLARENCE D.PORTER
Manager

December 2, 1929.

Oregon State Highway Commission,
Salem, Oregon.

In re: Claim of W. R. Davis
against Johnson & Co.

Attention of H. B. Glaisyer, Chief Clerk:

Dear Sir:

I thank you for your letter of the 27th of November.

I have taken this matter up with these contractors.

I do not believe, however, that we are liable under our bond for repairs to equipment because this is not a part of the contract as the equipment can be used on any number of jobs and is a part of the tools owned generally by the contractor to carry out his profession.

I hope, however, that Johnson & Company will adjust the matter notwithstanding.

Very truly yours,
Clarence D. Porter
Clarence D. Porter
Manager

CDP:EA

...STED
F. F. GLAISYER

#1 078
1108-1
PR 142a

November 27, 1929

Mr. W. R. Davis
639 Hazel Street
Portland, Oregon

Dear Sir:

Replying to your letter of the 25th inst. concerning payments to Johnson and Company for the construction of the approaches to the bridge over the Umpqua River at Scottsburg, wish to say that final payment has not yet been made to Johnson and Company for this work.

It is our understanding that the bridge is completed and is now in use. We therefore anticipate that final payment will be made to the contractor within the near future.

In connection with all state highway contracts, the successful bidder is required to furnish to the state a surety bond for the protection of labor and material claims, and all just debts, dues and demands incurred against the work. Such a bond was furnished by Johnson and Company in connection with the above mentioned contract. In the event that you can not secure a satisfactory settlement with Johnson and Company for the cost of repairing your equipment, we would then suggest that you take the matter up with the bonding company, who are equally responsible for settlement of claims. The surety on this bond is the Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is the local agent with offices in the Failing Building, Portland, Oregon.

Should you be unsuccessful in securing payment through the bonding company, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws, a mimeographed copy of which we enclose.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

November 27, 1929

Fidelity & Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have received from W. H. Davis, Portland, Oregon, in which reference is made to his claim against Johnson and Company for the cost of repairing some of his equipment which was used by Johnson and Company in connection with their contract with the State Highway Commission for the construction of the approaches to the Scottsburg Bridge on the Umpqua Highway in Douglas County.

This information is given you as you appear as surety on the bond furnished by Johnson and Company in this instance.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF
cc Johnson & Company
1100 Fairview Ave.
Seattle, Wash.

#1698

RECEIVED
NOV 26 1929
OREGON
STATE HIGHWAY COMMISSION

Portland,Oregon. Nov.25th 1929.

Highway Dept.

Salem,Oregon.

Dear Sirs:

Will you kindly inform me if you have paid for the construction of the"Umpqua River Bridge " built by Louis Johnson . I worked on the job and still have some money coming from Mr. Johnson, not for wages, but for repairs on my equipment, which Mr. Johnson agreed to paid for and ordered.

So if there is any money unpaid, I would like to put in my claim.

Thanking you for an early reply, I am,

Yours truly,

W.R. Davis

ED WD.

W.R. Davis
639 Hazel St.
Portland,Oregon.

ANSWERED
H. B. G.

#1098
1064-7
PR 142a

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building
PORTLAND

R.E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

November 27, 1929.

Oregon State Highway Commission,
Salem, Oregon.

In re: Johnson & Co.

Gentlemen:

Many thanks for your letter of the 26th enclosing notice of claim of N. S. Jones. As the claim represents repairs done to equipment and which equipment can be used on any number of jobs, I do not think it is a legal claim against our bond or one that should be filed under the Statute with the State Highway Commission.

Without admitting any liability we are taking up the matter with Johnson & Company so that they will be properly advised.

Very truly yours,

Clarence D. Porter
Manager

CDP:EA

#1098
10792
PR142a

November 25, 1929

Mr. Hal E. Ross
Secretary of State
B u i l d i n g

Dear Sir:

Attention: Miss Edith Libby

This acknowledges receipt of your letter of the 21st inst. enclosing three certified copies of the claim of H. S. Jones against Johnson & Company, for labor and material furnished Johnson & Company in the sum of $205.50 in connection with their contract for the construction of the approaches to the Scottsburg Bridge on the McKenzie Highway in Douglas County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HEG:S

H. E. Glaisyer
Chief Clerk

November 26, 1929

Fidelity & Deposit Company of Maryland
Failing Building
Portland, Oregon

Attention: Clarence D. Porter

Gentlemen:

At the request of the Secretary of State we are handing to you herewith a certified copy of the notice of claim of N. S. Jones against Johnson & Company which has been filed in his office.

This claim is for labor and materials furnished Johnson & Company in the sum of $203.50 in connection with their contract for the construction of the approaches to the McKenzie River Bridge on the McKenzie Highway in Douglas County.

This information is given you as you appear as surety on the bond furnished by Johnson & Company in this instance.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc Johnson & Co.
1100 Fairview Ave.
Seattle, Washington

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 25 1929
OREGON
STATE HIGHWAY COMMISSION

November 21, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from J. H. Austin, Attorney, Reedsport, Oregon, and filed as of this date, a notice of claim by N. S. Jones, for labor and material furnished in the sum of $203.50 against Johnson and Company, contractors, for use in construction of the approaches to the Umpqua Bridge on the Umpqua Highway, in Douglas County, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

ANSWERED
H. B. G.

THE STATE OF OREGON

To Johnson and Company, contractors.

Reedsport, Oregon.

For labor and material furnished in construction work on approaches to Umpqua Bridge on the Umpqua Highway, Douglas County, Oregon, by N. S. Jones.

The Oregon State Highway Commission, as per attached statement.

Labor and material.	$403.50
Cr. by cash	$200.00
Total amount claimed,	$203.50

. . . . . .

STATE OF OREGON,

County of Douglas.

I, N. S. Jones, being first duly sworn, depose and say, upon oath that I am the claimant and creditor in the above claim, that I have knowledge of the above described and attached claim; that the foregoing account is correct and just; that the material and labor therein specified has been rendered and furnished the State of Oregon as stated; that the charge is reasonable, and that no part thereof has been heretofore paid, excepting as therein stated.

N. S. JONES

Subscribed and sworn to before me this 20th day of November, 1929.

J. H. AUSTIN
Notary Public for Oregon.

My Commission expires December 14th, 1932.

(SEAL)

ENDORSED:
File No. 801
Filed November 21, 1929, HAL E. HOSS, Secretary of State.

ENGINEERS MACHINISTS BLACKSMITHS BOILERMAKERS

REEDSPORT, OREGON Sept. 17 1929

UNION IRON WORKS

Heavy forging

W. S. JONES, Proprietor

SOLD TO JOHNSON AND COMPANY 8% interest will be charged after 60 days

July 20	Labor retubing boiler (1/2 of this time was overtime)	$ 277.25
	Labor and material making 4 Boiler tube plugs	5.00
	Welding frame on shovel (Electric Welding)	18.50
	Labor cutting off gear wheel	3.00
	Labor pressing off old gears and pressing on new	20.00
	Welding sleeve on traction shaft (Electric Weld)	10.00
	Labor Machine caps, crank shaft of hoisting Eng	2.50
	" crank pin brasses	3.50
	" swinging gear pinion brasses	1.50
	Labor make clamps for bucket trip	3.50
	15# mild steel at 8¢	1.20
	1 counter sunk bolt	.75
	Drilling and tapping out stud bolts for smoke stack	1.50
	Labor fitting hand hold plate gaskets	5.00
	12 hand hold gaskets	2.50
	8-1¼ Hex nuts finished at 25¢ each	2.00
	Labor repair pop valve take off re seat put on new spring (over time)	8.00
		$359.70
	Credit by ck	$200.00
	Balance	159.70
Sept. 1	2 steel washers 4½ diam 1 in thick	5.00
	1 Bolt 1½ x 7 2 Hex nuts	1.50
	Welding Drill	2.00
	Repair pump, make new shaft and bushings (Lavor)	12.00
	4# Branz bushing stock	2.40
	12# 2 x ⅛ iron	.80
	Labor Drilling holes & make bolt for hand hold plate, Sunday	2.25
	2 1 x 23 in bolt & 6 Hex nuts	3.00
	1 piece shafting 2½ x 12 in & 2½ in holes drilled	2.50
	2 ½ x 2½ in Bolts	.20
		$31.65
Sept. 14	6 3/4 x 13 Bolts 2.40	
	6 3/4 x 19½ " 3.00	
	6 7/8 x 11½ " 3.00	
	1 - 1¼ Bolt 22 in long 1.25	
	1 2½ in Dipper stick pin 2.50	
	$ 12.15	12.15
		$43.80
	Brought forward	159.70
	Amount due	$ 203.50

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by N. S. Jones for labor and material furnished in the sum of $203.50 against Johnson and Company, contractors, in construction of the approaches to the Umpqua Bridge on the Umpqua Highway, Douglas County, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 21, 1929, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of November ___, A. D. 19 29.

Hal E. Hoss

Secretary of State

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by N. S. Jones for labor and material furnished in the sum of $203.50 against Johnson and Company, contractors, in construction of the approaches to the Umpqua Bridge on the Umpqua Highway, Douglas County, Oregon, with the original notice of claim filed in the office of the Secretary of State on November 21, 1929, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of November, A. D. 1929.

Hal E. Hoss
Secretary of State

STENCIL NO. 124

642-A

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore.F.A.P. 142-A

Post Office Building
Portland, Oregon.

Nov. 22, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

RECEIVED
NOV 23 1929
OREGON
STATE HIGHWAY COMMISSION

Jon

A4pr6027

Form P. R. 2

State Oregon

Project No. 142, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

9—5518

Form P. R. 8

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of June, 1929

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of May, 1928, a project statement, which was approved by the Secretary on the 23rd day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of May 1928, and approved by the Secretary on the 13th day of November, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-six thousand, four hundred eighty-one and 55/100

Section A of

dollars ($66,481.55) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State _____
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count**y** of Douglas, $25,000 in accordance with Resolution dated June 9, 1928,
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)
such funds having been placed under the direct control of the Highway Department by having been deposited with the State Treasurer.
(State how placed under direct control of Highway Department)

*(c) By the Umpqua Highway Improvement District, $25,000.00 in accordance with Resolution dated June 13, 1928, such funds having been placed under the direct control of the Highway Department by having been deposited with the State Treasurer.

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across Umpqua River at Scottsburg, between survey stations 3+88.25 and 11+83.75 in Sec. 18, T.22 S., R.9 W., W.M.,

_____ terminal points, a distance of 0.154 miles, known locally as the Umpqua Highway between Reedsport and Drain, Douglas County, being Section A of Oregon Federal Aid Project No. 142, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, prior to or immediately upon the completion of the improvement contemplated under this agreement, it will construct suitable road connections between the ends of the bridge and the existing highway to the north and south.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of sixty-six thousand, four hundred eighty-one and 55/100

dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred six thousand, eight hundred thirty-two and 00/100

dollars, the approved total estimated cost of Section A of said project.

8—5516

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ~~STRICKEN OUT~~

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____

(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**

(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **In accordance with Resolution by the County Court of Douglas County dated April 5, 1929, and Resolution by the Umpqua Highway District dated March 8, 1929. The Highway Department hereby agrees that if at any time funds in accordance with said Resolutions of April 5, 1929, and March 8, 1929, respectively, are no longer available, it will maintain said project in accordance with Resolution of August 7, 1917, Chap. 237, Laws of 1917, and other laws of the State of Oregon giving authority to the State Highway Commission for the expenditure of state highway funds.**

(Include reference to statute authorizing)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

_____
funds, probable amount annually available, and how [illegible] placed under direct control of Highway Department)

_____

*(*b*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

_____
funds and probable amount annually available)

_____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

_____
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 13th day of November, 1922

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H. B. Brawley
Chairman, State Highway Commission
(Title of officer)

By [illegible]
Member, State Highway Commission
(Title of officer)

[SEAL]

By _____
Member, State Highway Commission
(Title of officer)

By _____
_____
(Title of officer)

By _____
_____
(Title of officer)

[SEAL]

R. W. Woodcock
Acting Secretary of Agriculture

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge across Umpqua River at Scottsburg, between survey stations 3+68.25 and 11+83.75 in Sec. 18, T.22 S., R.8 W., W.M.,

locally known as the Umpqua Highway between Reedsport and Drain, Douglas County,

and designated in the records of this Department as Section A of Project No. 142, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 106,822.00 as the total estimated cost of Section A of said project, and the sum of $ 66,481.55 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 13th day of November one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans

Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—6250

#1098
107 A-1
Pile 142a

November 19, 1929

Fidelity & Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a letter from Mr. L. D. Haines, of Drain, Oregon, in which he advises us of his claim in the sum of $85.00 against Johnson & Company, being for services rendered with his drag line outfit in connection with Johnson & Company's contract for the construction of the approaches to the Scottsburg Bridge, state highway contract #1098.

This information is given you as you appear as surety on the bond furnished by Johnson & Company in this instance. A copy of Mr. Haines letter and claim is attached hereto.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Gladeyer
Chief Clerk

HBG:EF
cc Johnson & Co.
Scottsburg, Ore.
Enc.

November 19, 1929

Mr. L. D. Haines
Drain, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 16th inst. in which you advise us of your claim in the sum of $85.86 against Johnson & Willburn, being for services rendered with your drag line outfit in connection with the above contractor's contract for the construction of the approaches to the Scottsburg Bridge.

The contract to which you refer is state highway contract #1093 which was awarded to Johnson & Company on June 27, 1929. In connection with this work, Johnson & Company were required to furnish the State with a surety bond for the protection of labor and material claims, and all just debts, dues and demands incurred against the project.

We offer this bond to you for the protection of your claim. In the event that you do not secure satisfactory settlement from Johnson & Company, then you should take the matter up with the agent for the bonding company, Mr. Clarence D. Porter, Railing Building, Portland, Oregon. Mr. Porter represents the Fidelity & Deposit Company of Maryland, who wrote the bond in question.

In accordance with Section 2991 of the Oregon Laws, a notice of your claim should be filed with the Secretary of State prior to the expiration of a period of one year from the date of completion of the contract, in order to hold the bonding company liable after the expiration of this period of one year.

We enclose for your further information a mimeographed copy of the section of the Oregon Laws referred to above.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:KF

Nov. 9 1929

Johnson & Kilburn
Contractor Road & Gravel
Scottsburg
Drain, Oregon,

To L. D. Haines

TERMS

DR.

Work With Drag line outfit		
Price $25.00 per day		
time Worked 238½ hrs		$745.21
Paid By Johnson		$659.35
Bal. Due L. D. Haines		$85.86

RECEIVED
NOV 19 1929
OREGON

Worked was 350 [illegible]
me for 211 hrs. the difference they said they would settle later which they have not done. So I took this up with your Engineer [illegible]

Nov. 16, 1929

Commission,

ime in Sept.
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with a dragline
m and ordered
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ready but
and he used
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hers. untill
d then we dagged
e me $25.00 per day
te he ordered me
gh the time
they only paid

Drain, Oregon.
Nov. 14. 1929

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:-

Some time in Sept. Johnson & Hillburn, Contractor at Scottsburg Oregon hired me with a dragline outfit to drag Gravel for him and ordered me to have it there Sept. 25 th when I got there the Bunkers was not ready but we set up the Machine and he used it and kept my man there ever day helping build the Bunkers. untill they got it built. and then we dragged the gravel. he was to give me $25.00 per day or $3.12½ per hour, from the date he ordered me there untill we got through the time Worked was 338½ hrs. and they only Paid me for 211 hrs. the difference they said they would settle later which they have not done. So I took this up with your Engineer Mr Roberts and he said to send you a letter. and the Bill and you would help me get my Money

Very Truly Yours
L. D. Haines
Drain Oregon

RECEIVED
NOV 18 1929
OREGON

ANSWERED
H. B. G:

Nov. 12. 1929

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:-

Some time in Sept. Johnson & Hillburn, Contractor at Scottsburg Oregon hired me with a dragline outfit to drag Gravel for him and ordered me to have it there Sept. 25 When I got there the Bunkers was not ready but we set up the Machine and he used it and kept my Man there ever day helping build the Bunkers, untill they got it built, and then we dragged the gravel; he was to give me $25.00 per Day or $3.12½ per hour, from the date he ordered me there untill we got through the time Worked was 338½ hrs, and they only Paid Me for 211 hrs, the difference they said they would settle later which they have not done. So I took this up with your Engineer Mr Roberts and he said to send you a letter, and the Bill and you would help me get my Money

Very Truly Yours
L. D. Haines
Drain Oregon

RECEIVED

ANSWERED
H. B. G:

PR 142a

November 18, 1929

John A. Whalley & Co.
General Agents
Fidelity & Deposit Co. of Maryland
Colman Building
Seattle, Washington

Attention Mr. J. A. Cathcart.

Gentlemen:

In response to your request of the 16th inst., we are enclosing in this letter copy of claims that have been filed in this office against Johnson & Company in connection with their contract #1098 for the construction of the approaches to the Scottsburg Bridge on the Umpqua Highway in Douglas County.

According to the latest records available in this office, this work was practically 79% complete on October 15. The estimated date of completion was October 31. As to whether or not the work was completed on that date, we are not definitely certain, but it is our understanding that the work is far enough along that the bridge can be used.

There has been paid to Johnson & Company up to October 15 the sum of $14,760.69. Our retained percentage is $1,384.65.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

1098-1 #1098

IDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Colman Building
SEATTLE, WASH.

PR 142a

JOHN A. WHALLEY & CO.
General Agents

TELEPHONE MAIN 8745

November 16, 1929.

RECEIVED
NOV 18 1929
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Dear Sirs:-

Attention of Mr. H. B. Glaisyer

Re: Johnson & Co.

Your letter of the 7th, addressed to the Fidelity and Deposit Company of Maryland, Failing Bldg., Portland, has been referred to this office for attention.

We note that a claim has been filed with you and if it is not asking too much of you, we would appreciate it very much if you can send us a copy of it.

We would also like to know if this contract has been accepted and if so on what date.

Will you also please advise us of the balance due Johnson & Co. on the contract and whether or not any other claims have been filed and if so a list of them.

Thanking you, we are,

Yours very truly,

JOHN A. WHALLEY & CO.
General Agents

By J. A. Cathcart
J. A. Cathcart
Manager, Bond Dep't.

Paid to Oct. 15 - $14,760.69
Returned - $1,384.65
No 7905 Oct. 15
Estimated Completion date was
Oct - 1/ JAC/S.

ANSWERED
H. B. G.

#1098

PR 142a

DEPARTMENT OF OREGON

FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

FIDELITY *and* SURETY BONDS
BURGLARY *and* PLATE GLASS INSURANCE

Failing Building

PORTLAND

R.E. PINNEY
Resident Vice-President
CLARENCE D. PORTER
Manager

November 15, 1929.

RECEIVED
NOV 16 1929
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Attention of Mr. Glaisyer:

Dear Sir: In re: Johnson & Co. Scottsburg, Oregon.

We are advised by our Principal in this case that an early adjustment will be made of this claim. Apparently there are some matters, however, in dispute and I feel sure that Johnson & Co. are financially responsible to respond to any amount they owe Mr. Jones.

Very truly yours,

Clarence D. Porter

Clarence D. Porter
Manager

CDP:EA

NOTED
H. R. GLAISYER

#1042

PORTLAND 104

R. HOWARD BLAND, PRESIDENT

VK 142a

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND BRANCH OFFICE

WALTER F. CLINE
ASSISTANT MANAGER

C. O. PRICE, MANAGER
1208 PORTER BUILDING
83 6TH STREET
BROADWAY 2830

PORTLAND, OREGON.

November 12th, 1929.

Oregon State Highway Comm.,
Salem, Oregon.

Gentlemen: Re: #39-12-1053-28 - Clackamas Construction Co.

The above bond covers contract for the construction of a bridge over the Umpqua River near Scottsburg, in Douglas County, Oregon.

We enclose our form inquiry which we kindly ask you to complete and return to us showing the present status of this contract.

Thanking you for your attention to thismatter, we remain,

Yours very truly,

C. O. Price
Manager.

CS-

Paid to Oct-10 - $100,746.56
Returned - $7,284.00
Force Account - $3538.77
Jan 1st, 1929

#109

Drawer 6
PR 142a

November 9, 1939

Fidelity & Deposit Co. of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you, as surety on the bond furnished by Johnson and Company in connection with the contract that was awarded to them by the State Highway Commission for the grading of the approaches to the Scottsburg Bridge on the Umpqua Highway in Douglas County, that we have today received a notice from Mr. John H. Austin, a lawyer of Reedsport, to the effect that Johnson and Company are indebted to a Mr. N. S. Jones, of Reedsport, for labor and service rendered Johnson and Company in connection with this contract, the amount of which is $203.50. It seems that Johnson and Company refuse to pay this claim, over which there is a dispute as to the correct amount.

Anything that you may do to clear this matter up will be appreciated.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF
cc Johnson & Co.
Scottsburg, Oreg.

November 7, 1929

Mr. John H. Austin
Reedsport, Oregon

Dear Sir:

This acknowledges receipt of your letter of the 6th inst. in which you enclose the claim of H. S. Jones against Johnson and Company, Contractors for the grading of the approaches to the Scottsburg Bridge on the Umpqua Highway in Douglas County, which claim is in the amount of $203.60.

In connection with this particular contract, Johnson & Company were required to furnish the State with a surety bond for the protection of labor and material claims, and all just debts, dues and demands incurred against the project. This bond is offered for Mr. Jones' protection. It was written by the Fidelity & Deposit Company of Maryland, for whom Clarence D. Porter is local agent, with offices in the Failing Building, Portland.

We would suggest that Mr. Jones take the matter up with the bonding company. In the event that he does not secure satisfaction by so doing, then he still has recourse to action in the courts and should file notice of his claim with the Secretary of State, as provided by the Oregon statutes.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

LAW OFFICES OF
JOHN H. AUSTIN
SUITE 1, L. ST. BLDG.
TELEPHONE 11
REEDSPORT, OREGON

November 6th,1929

Roy A.Klein,Secretary,
Oregon State Highway Com.
Salem,Oregon.

Dear Sir:

I am enclosing a claim of N.S.Jones of this place against the Johnson & Company,contractors,builders of the approaches to the Umpqua Bridge on the Umpqua Highway,in Douglas County,Oregon.

These people appear to have finished their contract and are preparing to leave,and have refused to pay this account, over which thereis a dispute as to the amount.

The history of almost every contractor who has taken a contract in this neighborhood the creditors have had trouble in getting their money and in many cases they have been beaten out of it by some technality.

Yours very truly,

J H Austin

JHA:er

ANSWERED
H. B. G:

MACHINISTS BLACKSMITHS BOILER

REEDSPORT, OREGON, Sept 17

UNION IRON WORKS

HEAVY FORGING

N. S. JONES, Proprietor

SOLD TO Johnson & Company. 8% INTEREST WILL BE CHARGED AF

July 20	Labor re tubing boiler (½ of this time was overtime)
	Labor & Material making 4 boiler tube plugs
	Welding frame on shovel (Electric welding)
	Labor cutting off gear wheel
	Labor pressing off old gear and pressing on new
	Welding sleeve on traction shaft (Electric Weld)
	Labor machining caps, crank shafts of hoisting Eng
	" " " Crank pin brasses
	" swinging gear pinion brasses
	Labor making clamps for bucket trip
	15# mild steel at 8¢
	1 Counter sunk bolt
	Drilling & tapping out stud bolts for smoke stack
	Labor fitting hand hold plate gaskets
	12 hand hold gaskets
	8 — 1¼ Key rivets finished at 25¢ each
	Labor repair pop valve take off, re seat
	put on new spring extra time

RECEIVED NOV 2 1920 OREGON

Credit by Ck
Bal due

CHINISTS BLACKSMITHS

REEDSPORT, OREGON. Sept 17

UNION IRON WORKS

HEAVY FORGING

N. S. JONES, Proprietor

SOLD TO Johnson & Company. 8% INTEREST WILL BE CHARG

July 20	Labor re tubing boiler ½ of this time was overtime
	Labor & Material making 4 boiler tube plugs
	Welding frame on shovel (Electric welding)
	Labor cutting off gear wheel
	Labor pressing off old gear and pressing on new
	Welding sleeve on traction shaft (Electric We
	Labor machining caps, crank shafts of hoisting e
	" " " Crank pin bronzes
	" swinging gear pinion bronzes
	Labor making clamps for bucket trip
	15# mild steel at 8¢
	1 Counter sunk bolt
	Drilling & tapping out stud bolts for smoke sta
	Labor fitting hand hold plate gaskets
	12 hand hold gaskets
	8 — 1¼ dia. rivets finished at 25¢ each
	Labor repairing top valve take off, re seat
	put on new spring extra time

RECEIVED NOV 1957

Credit by Ck

Bal due

MACHINISTS BLACKSMITHS BOILERMAKERS

REEDSPORT, OREGON. Sept 17 19 29

UNION IRON WORKS

HEAVY FORGING

N. S. JONES, Proprietor

Johnson & Company.

8% INTEREST WILL BE CHARGED AFTER 60 DAYS

	DOLLARS	CENTS
re tubing boiler (½ of this time was overtime)	277	25
material making 4 boiler tube plugs	5	00
g frame on shovel (Electric welding)	12	50
cutting off gear wheel	3	00
pressing off old gear and pressing on new	22	00
g sleeve on traction shaft (Electric Weld)	10	00
machining caps, crank shafts of hoisting Eng	2	50
" " Crank pin bosses	3	50
swinging gear spring braces	1	50
making clamps for bucket trip	3	50
old steel at 8¢	1	20
ter sump bolt		75
& tapping out stud bolts for smoke stack	1	50
tting head hold plate gaskets	5	00
d fhold gaskets	2	50
¼ dog nuts finished at 25¢ each	2	00
repair top valve take off, re seat		
new spring etc Eric	8	00
	$359	70
Credit by Ck	200	00
Bal Due	$159	70

RECEIVED NOV 7 1929 OREGON

CHINISTS BLACKSMITHS BOI

REEDSPORT, OREGON, Sept 17

UNION IRON WORKS

HEAVY FORGING

N. S. JONES, Proprietor

SOLD TO Johnson & Company

8% INTEREST WILL BE CHARGED

Sept. 7	2 steel washers 4½ in Diam 1 in thick	
	1 Bolt 1½x7 2 Hex Nuts	
	Welding Drill	
	Repair Pump. Make new shaft + bushings (Labor	
	4# Bronze bushing stock	
	12# 2½ in "	
	Labor drilling holes + make bolt (Sunday)	
	for hand holds plate	
	2 1x28 in Bolt + 6 Hex nuts	
	1 piece of shafting 2¼x12 in + 2½ in holes drilled	
	2 ½x2½ in Bolts	
Sept. 14	6 — ¾ x 13 Bolts	2.40
	6 — ¾ x 19½ "	3.00
	6 ⅞ x 11½ "	3.00
	1 — 1¼ Bolt 22 in long	1.25
	1 2¼ in. Disc per stock fin	2.50
		$12.15
		total for Sept.
	July Bill	$59.70
	Sept.	43.80
	Amt Due	$203.50

RECEIVED NOV 1974 CLATSOP

...CHINISTS ... BLACKSMITHS ... BOILERMAKERS

REEDSPORT, OREGON. Sept 17 1929

UNION IRON WORKS

HEAVY FORGING

N. S. JONES, Proprietor

Messrs ... Company.

8% INTEREST WILL BE CHARGED AFTER 60 DAYS

		DOLLARS	CENTS
2 steel washers 4½ in Diam 1 in thick		5	00
Bolt 1½x7 2 Hex Nuts		1	50
Welding Drill		2	00
in Pump Make new shaft + bushings (Labor)		12	00
Bronze bushing stock		2	40
2½ in			80
on drilling holes + make bolt (Sunday)			
and bolt plate		2	25
1x28 in Bolt + 6 Hex nuts		3	00
ece of shafting 2¼x12 in + 2½ in holes drilled		2	50
½ x 2½ in Bolts			20
		31	65
— ¾ x 12 Bolts	2.40		
— ¾ x 19½ "	3.00		
⅞ x 11½ "	3.00		
— 1¼ Bolt 22 in long	1.25		
2¼ in. Duplex stock fair	2.50		
	$12.15	12	15
	total for Sept.	43	80
July 31	$159.70		
Sept.	43.80		
Amt Due	$203.50		

RECEIVED NOV 1 1929 OREGON

THE STATE OF OREGON

To Johnson and Company, contractors.

Reedsport, Oregon.

For labor and material furnished in construction work on approaches to Umpqua Bridge on the Umpqua Highway, Douglas County, Oregon, by N.S.Jones.

The Oregon State Highway Commission, as per attached statement.

Labor and material.. . ... $403.50

Cr. by cash.... ....$200.00

Total amount claimed, $203.50

....

NOV 1929

STATE OF OREGON,

County of Douglas.

I, N.S.Jones, being first duly sworn, depose and say, upon oath that I am the claimant and creditor in the above claim, that I have knowledge of the above described and attached claim; that the foregoing account is correct and just; that the material and labor therein specified has been rendered and furnished the State of Oregon as stated; that the charge is reasonable, and that no part thereof has been heretofore paid, excepting as therein stated.

N S Jones

Subscribed and sworn to before me this 6th day of November, 1929.

J K Austin

Notary Public for Oregon

My Commission expires December 14th, 1932.

STATE HIGHWAY FUND

November 4, 1929.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads,
Box 2900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate as basis for modified agreement covering the Scottsburg Bridge Section, Project 158A, to conform with the revised plans sent to you by our bridge department. The approach span to the bridge has been included in the estimate, but in accordance with your instructions, federal cooperation is requested only to the extent of the estimated cost of the embankment which it replaces.

Under separate cover, we are sending four blue print copies of sheets 2 and 3 of the plans for the grading of the approaches. These are revised copies and are to be substituted in the plans previously sent.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

JWW:AP
Encls.

Oregon State Highway Department — Project No. 142-A

SCOTTSBURG BRIDGE SECTION OF THE UMPQUA HIGHWAY

IN DOUGLAS COUNTY

Estimate as basis for modified agreement. Based on contract prices and revised to include approach span and roadway approaches. Bridge quantities revised to conform with revised plans

Salem, Oregon, November 4, 1929.

Scottsburg Bridge

790 cu.yds	Excavation	$ 6.00	$ 4,740.00
225 cu.yds	Excavation below plans	10.00	2,250.00
805 cu.yds	Class "A" Concrete	20.00	6,100.00
595 cu.yds	Class "B" Concrete	25.00	14,875.00
510 cu.yds	Class "D" Concrete	18.00	9,180.00
210,000 lbs	Reinforcing Metal	.05	10,500.00
890,000 lbs	Structural Steel	.06	53,400.00
375 lin.ft	Reinf. Concrete Handrail	4.00	1,500.00
	Sub-total		$ 102,545.00

Approach Span

130 cu.yds	Excavation	6.00	$ 780.00
58 cu.yds	Cl. "A" Concrete	20.00	720.00
23 cu.yds	Cl. "B" Concrete	18.00	414.00
10,000 lbs	Reinforcing Metal	.05	500.00
60 lin.ft	Concrete Handrail	4.00	240.00
	Sub-total		$ 2,654.00

Estimated Cost of Embankment Replaced by Approach Span

1,200 cu.yds	Intermediate Excavation	.54	$648.00
650 cu.yds	Truck Haul	.20	130.00
100 cu.yds	Rip Rap	.50	50.00
	Total est. cost of Emb. replaced		$818.00

Less extra cost sincurred by substituting approach span for embankment ($2,654.00-$818.00) — cr. $1,836.00

Embankment Approaches (Sta. 0-36.7 to Sta. 17+10)

7,000 cu.yds	Common Excavation	.28	$ 2,660.00
2,800 cu.yds	Intermediate Excavation	.54	1,512.00
3,124 cu.yds	Solid Rock Excavation	.80	2,499.20
20,180 yd.sts.	Overhaul	.02	403.60
2,210 yd.mi.	Truck Haul	.20	442.00

60 lin.ft	18" Concrete Pipe	3.00	$ 180.00
800 cu.yds	Bar Run Gravel Topping	1.00	800.00
	Sub-total		$ 8,196.80
	Sub-total (Structure & Appro)		$ 111,550.00
	10% Engr. & Cont.		11,155.98
	Total		$ 122,715.78

Roadway (Sta. 17+10 to Sta. 48+00)

All Required	Clearing and Grubbing		$ 1,000.00
4,280 cu.yds	Common Embankment	.35	1,634.00
750 cu.yds	Intermediate Excavation	.54	375.00
4,975 cu.yds	Solid Rock Excavation	.80	3,980.00
8,880 yd.sta.	Overhaul	.02	176.40
180 yd.mi	Trunk Haul	.20	36.00
1,000 lin.ft	6" Porous Drain Tile	.30	300.00
140 lin.ft	18" Concrete Pipe	3.00	420.00
100 cu.yds	Back Fill	1.00	100.00
1,800 cu.yds	Bar Run Gravel Topping	1.00	1,800.00
	Sub-total		$ 9,447.20
	10% Engr. & Cont.		944.72
	Total (Roadway)		$10,391.92

Length of Project (grams) 0.859 miles
Length of Umpqua River Bridge 815.5 ft.
Length of Appr. Spun 30.0 ft.
Length of Roadway Appro. 901.2 ft.
1,746.7 ft. 0.331 miles

Length of project (excluding structure & appro) 0.528 miles
Cost per mile (roadway) - $19,681.66

SUMMARY OF COSTS ON WHICH FEDERAL AID IS REQUESTED

Item	Total Cost	Federal Aid	County Funds	Imp. District Funds
Umpqua River Br. and Appro.	$122,715.78	$ 76,366.02	$ 23,174.88	$23,174.88
Roadway	10,391.92	6,466.89	1,962.51	1,962.51
	$133,107.70	$ 82,832.91	$ 25,137.40	$25,137.39

Form 3-6-1 B-18850 1000 9-29

Commissioners
H. B. VAN DUZER, Portland, Chairman
C. E. GATES, Medford
ROBERT W. SAWYER, Bend

PR 1420

ROY A. KLEIN
State Highway Engineer
and Secretary

NOTED
State Highway Engineer

OREGON STATE HIGHWAY COMMISSION

Office of E. A. COLLIER, Division Engineer
SALEM
October 24, 1929

Mr. Roy A. Klein
O f f i c e

File 10 PJ-1

Dear Sir:

The Scottsburg bridge was first opened to traffic at 5 P.M. Saturday, October 5. Some rain occurred and traffic was directed across the ferry again Tuesday morning, October 8; and the ferry was used until Wednesday evening at 5 P.M., October 9, at which time traffic was again directed across the bridge, the surfacing having proceeded to such a point that the difficulty with mud was greatly reduced.

Very truly yours

E. A. COLLIER
Division Engineer

EAC:EF
cc C. B. McCullough

#1058
1088-1

PR1426

October 18, 1929

Johnson & Company
Scottsburg, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have today received from J. N. Haddon, Scottsburg, Oregon, relative to his claim against you for supplies furnished you in connection with your contract for the grading of the approaches to the Scottsburg Bridge.

Will you please give this your attention?

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc

October 18, 1929

Fidelity & DepositeCompany of Maryland
Clarence D. Porter, Agent
Failing Building
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter we have today received from J. M. Hedden, merchant, of Scottsburg, Oregon, concerning his claim against Johnson & Company, which same is self explanitory.

This information is given you as you appear as surety on the bond furnished by Johnson & Company in connection with the work on which these bills were incurred, this contract being for the grading of the approaches to the Scottsburg Bridge on the McKenzie Highway in Douglas County.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Claisyer
Chief Clerk

HBC:S
Enc.

October 18, 1929

J. N. Hedden
Scottsburg, Oregon

Dear Sir:

With reference to your letter of the 17th instant concerning Johnson & Company wish to say that this Company furnished the State a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against their work, which consisted of the grading of the approaches to the Scottsburg Bridge on the McKenzie Highway in Douglas County.

The Surety on this bond is the Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is local agent, with offices in the Failing Building, Portland. If Johnson & Company continue to withhold payment from you it might be well to call the matter to the attention of the surety company and also file notice of your claim with the Secretary of State, as provided by Section 2991 of the Oregon Laws, a mimeographed copy of which we enclose.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S
Enc.

NO GOODS RECEIVED WITHOUT BILL ACCOMPANYING

J. N. HEDDEN

GENERAL DEALER IN

DRY GOODS, GROCERIES, TEAS, HARDWARE, CROCKERY
HATS, CAPS, BOOTS, SHOES

SCOTTSBURG, OREGON Oct. 17, 1929

RECEIVED
OCT 18 1929
OREGON
STATE HIGHWAY

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Johnson & Co. Contractors on the road here in Scottsburg are not paying their bills very promptly. They have been running an account with me for over three months for supplies and have never paid me a cent, and they owe a lot more around here. What I want to know is if they have give Bonds to pay their bills. Thanking you for a prompt reply, I am,

Yours truly,

J. N. Hedden

#1098

Johnson & Co.
grd approaches & Scottsburg Bridge
Umpqua Riv., Douglas Co
Tidewater & Pacific Co of Wash.
Clarence A. Pratt.
Failing Bros.

#1098
1098-1
PR 142a

Aug. 28, 1929

First Bank of Reedsport,
Reedsport,
Oregon

Gentlemen:

Reference is made to our telegram of even date, confirmation copy of which is enclosed, relative to assignment of funds due Johnson & Company on contract No.1098 covering the construction of the approaches to the Scottsburg bridge.

As advised in our telegram, we are unable to accept the assignment sent to us for the reason that we have nothing to show that E. W. Wilburn is a duly authorized agent of Johnson & Company and that he has any authority to execute an assignment of funds which are due the partnership. You will realize, of course, that the affidavit of Mr. Wilburn to this effect, which is subscribed to the assignment, has no force or validity in this regard. It is fundamental that an agent can not approve his agency merely by his own declarations.

In the assignment of vouchers due upon contracts the secretary of state has required that they be presented on the standard form printed for that purpose and which has been approved by him. In case it is desired to proceed any further in the matter we are enclosing herewith a standard from for assignment of claim, which should be filled out and executed by persons authorized to do so. It also will be necessary to have an approval by the surety company accompany the assignment. The surety company on the contract is the Fidelity & Deposit Company of Maryland, and their attorney in fact and resident agent is Clarence B. Porter, whose address is Failing Building, Portland, Oregon.

Very truly yours,
J.M.DEVERS

BY
J. W. DE SOUZA

JWD :EH

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

Salem, Oregon

August 28, 1929

The First Bank of Reedsport
Reedsport, Oregon

Assignment cannot be honored without ratification from Johnson and Company showing that E. W. Wilburn is their duly authorized agent and has power to make assignment of copartnership funds NOT Consent of surety company also must be obtained NOT Letter follows.

ROY A. KLEIN

DAY LETTER

COLLECT

Yours very truly,

H. McLean

Cashier.

The First Bank of Reedsport

MEMBER FEDERAL RESERVE SYSTEM

OFFICERS
C. McC. JOHNSON, PRESIDENT
STANLEY D. CHAPIN, VICE-PRESIDENT
H. McCREA, CASHIER
DAME B. LYONS, ASST. CASHIER

DIRECTORS
C. McC. JOHNSON — W. P. REED
J. R. BROWNE — N. ANDERSON
W. F. PECK — L. F. EARL
STANLEY D. CHAPIN

REEDSPORT, OREGON
August 27th, 1929

Roy Klein,
State Highway Engineer,
SALEM, Oregon.

Dear Sir:----

We enclose herewith an assignment of Estimate #2 , of Contract #1098 on the Scottsburg Bridge amount $3892.85 signed by Johnson & Company by E.W. Wilburn, agent, please advise us by Telegram Collect if this is acceptable by you, so that we can advance Johnson & Company some money for Pay Rolls.

A prompt reply will be appreciated.

Yours very truly.

H. McCrea

Cashier.

ASSIGNMENT OF ESTIMATE.

FOR VALUE RECEIVED, the undersigned, Johnson & Company, a copartnership, hereby sells, assigns, transfers and sets over unto The First Bank of Reedsport, at Reedsport, Oregon, that certain estimate in the sum of $3892.85, due said Johnson & Company for services rendered the State of Oregon in the construction of approaches to the Scottsburg Bridge, Contract No. 1098, Estimate No. 2.

Reedsport, Ore.
August 27, 1929.

Johnson & Company
By E W Wilburn
Agent.

State of Oregon.)
) ss.
County of Douglas.)

THIS CERTIFIES, that on this 27th day of August, 1929, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named E. W. Wilburn, who, being first duly sworn, did say that he is the duly authorized agent of Johnson & Company, the within named corporation; that said instrument was signed for and on behalf of said Johnson & Company; and the said E.W.Wilburn acknowledged said instrument to be the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal on this the day and year first in this my certificate written.

W Z Benson
Notary Public for Oregon.
My Commission expires Apr.12,1933.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

POST OFFICE BUILDING.
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

August 7, 1929

RECEIVED
AUG 8 1929
OREGON
COMMISSION

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of July 3rd relative to Oregon 142-A-Scottsburg Bridge approaches, and your attention is called to the fact that we were holding the papers pending a reply to that letter.

However to date we have not received a reply and are therefore forwarding the papers we have. Contract for this work was awarded in June and it is very inconvenient to have papers on projects delayed for so long.

Regarding the lengthening of this structure, the agreement estimate and plans make no mention of Rip Rap or retaining wall for bank protection, though this was later shown on the approaches ~~of~~ Rip Rap. It is doubtful if an additional span can be participated on since the original plans showed sufficient water way. In order to increase the length of such a structure there should be sufficient justification aside from right of way considerations and in this instance no such justification seems to have been presented.

We are recommending that all that portion of the project between station 0 minus 36' and station 17 + 10 be figured as a bridge. If this is done, the mileage limitation will not apply to the length involved. In view of this, it is suggested that the project agreement estimate be prepared accordingly, that is by including the approach quantities (0-minus 36' to 17 + 10) in the bridge portion of the estimate and that the mileage for roadway and bridge be figured to three places on the same basis.

Yours very truly

W. H. Lynch
District Engineer

By: L. O. Caufield
Highway Engineer

Extra Copy - Scottsburg Bridge PR 142-A

8-7-28

Mr Probart :- Office.

I am handing you here with Plan of the Extension to the South End of the Scottsburg Bridge. This Extension consists of 1-30' span. Our Estimate of cost is as follows: -

Excavation	130 cu.yds @	6.00	780 -
Class "A" Concrete	36 " " @	20.00	720 -
" "D" "	23 " " @	18.00	414 -
Reinforcing Metal	10,000 lbs @	0.05	500 -
Concrete Handrail	60 cu.yds @	4.00	240 -
Additional freight on Reinforcing due to Local Freight rather than Carload Shipment from Portland to Reedsport 0.62 1.53½ 0.08½ per cwt.	10000 lbs @	0.00085	8.50
	Total		2662.50

The additional work will be taken care of by Price Agreement.

Five copies of this extension were mailed to the U.S.B.P.R on July 3 1929 with the following explanation :-

"The original design contemplated the use of riprap for bank protection with the assistance of a retaining wall, but later investigation has indicated that an additional span would be very little more expensive and considerably more effective in protecting against the action of the water."

W. A. Piper

Form 20—D-12207—436—4-38.

PR 142a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 7, 1939

Job name Scottsburg - Bridge Approaches Work from June 30 to July 6th

Mail address Drain

Highway Umpqua

Telegraph or telephone address Drain

County Douglas Job prefix 10PJ-1

Express and freight address Drain

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractors representative on ground. Makes arrangement for shovel from Reedsport. Will start clearing R.W. Monday July 8th

(See back of this sheet for instructions and detailed information)

Signed L. E. Roberts

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 0.86

Miles completed —

Miles completed except finishing —

Total cubic yards in project 24 000

Cubic yards moved to date —

Miles covered by contractor's forces —

Miles cross-sectioned —

Miles cross-sections completed and checked —

Miles to be remeasured —

Number men in Engineering Party 3

Contractor's average force for week — *men,*

— *teams,* — *steam shovels*

Grading work will be completed about Oct 1st

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 PJ-1 *Percentage* 10
2. 20 Y K *Percentage* 90
3. *Percentage*
4. *Percentage*

PR142a

July 9th,1929

Johnson & Company,
Scottsburg, Oregon.

Gentlemen:

We are today sending you by express four copies of contract #1098 which was awarded to you by the State Highway Commission on June 27th, 1929 covering .86 miles grading on the approaches to the Scottsburg Bridge on the Umpqua Highway in Douglas County.

Please execute all four copies as to agreement and bond and return them all to this office for the approval of the Highway Commission, following which we will be glad to furnish you an executed copy for your records and files. A copy will also be furnished the surety on your bond.

Your attention is called to the paragraph on page 7 of the contract relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Chaisyer
Chief Clerk

JS

PR 142a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.———

POST OFFICE BUILDING
PORTLAND, OREG.

July 3, 1929.

Mr. R. A. Klein
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 142, Section A, the Scottsburg Bridge.

A recent inspection report notes that the State is preparing plans for a retaining wall to be constructed north of the south end bent, in order to allow room on the bank for a roadway between farm lands on either side of the bridge. The recently submitted plans, special provisions and estimate make no mention of this retaining wall. We desire to know if, providing this is not a right-of-way consideration, you intend to request Federal Aid on the wall. If so, plans and estimates should cover the entire work so as to include all in one modification.

With reference to the typical section sheet, it is noted no thickness of the bar-run gravel is shown though the special provisions call for an 8-inch thickness. If you desire, we will mark the plans showing the thickness.

Referring to to-day's phone conversation between your Mr. Nash and Mr. Davis of this office, relative to the length of the structure, it is our belief that the approaches between Sta. minus 0+36.7 to Sta. 17+10 could be considered as structure. This would include some 14,124 cu. yds. of excavation with 20,180 sta. yds. of overhaul and 2,810 mile yards of truck haul.

We will withhold forwarding the papers pending answer to this letter.

Very truly yours,

W. H. LYNCH
District Engineer

By A. Lacefield
Highway Engineer.

PR 142a

June 25, 1928

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon

Dear Sir:

Inclosed herewith are six copies of estimate accompanying plans covering the Scottsburg Bridge Section Project No. 142-A.

The three additional sets of blue print plans for this project are being forwarded under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Incl.
Dict. by J. W. Nash/AP

Oregon State Highway Department — Project No. 142-A

SCOTTSBURG BRIDGE SECTION OF THE UMPQUA HIGHWAY

IN DOUGLAS COUNTY

(Estimate with plans. Not as basis for modified agreement.)

Salem, Oregon, June 24, 1929

All Required		Clearing and Grubbing		$ 800.00
11,300	cu. yds.	Common Excavation	$ .40	4,520.00
4,700	" "	Intermediate Excavation	.60	2,820.00
8,000	" "	Solid Rock Excavation	1.00	8,000.00
29,000	yd. sta.	Overhaul	.03	870.00
3,000	yd. mi.	Trunk Haul	.30	900.00
1,000	lin. ft.	6" Perous Drain Tile	.25	250.00
200	" "	12" Concrete Pipe	1.50	300.00
100	cu. yds.	Rock Backfill for drains	5.00	500.00
100	" "	Rip rap	5.00	500.00
2,000	" "	Bar run Gravel Topping	1.25	2,500.00
		Sub-total		$ 21,660.00
		10% Engr. & Cont.		2,156.00
		Total		$ 23,716.00

Length of Project (including bridge), 0.839 miles
Length of Umpqua River Bridge 0.135 "
Length of Project (excluding bridge), 0.704 "
Cost per mile (excluding bridge), $33,687.50

County Funds Available	$5,236.52	
Improvement Dist. Funds Available	5,236.51	
Federal Aid Requested	13,142.97	(55.41815+%)
	$23,716.00	

June 12, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

I am returning herewith project agreement for project No: 148 Section A, which covers the construction and maintenance of the bridge across the Umpqua River at Scottsburg in Douglas County.

This agreement has been executed by the majority of the members of the Highway Commission. The signature of the third member of the Commission is lacking -- not because he would not approve this agreement, but we are unable to reach him at this time. The law provides that a majority of the Commission shall determine the acts of the Commission.

In accordance with our previous conversation with Mr. Frickstad, we have rewritten the paragraph relating to the maintenance of the project on page 6 in the form which was discussed and agreed upon.

I regret the delay which has been occasioned in completing this agreement, but I trust that it will now be found in proper form and may be sent forward for approval.

Very truly yours,

State Highway Engineer.

RAK:HI

cc S. H. Probert

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

May 23, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed are three copies of the project agreement for Oregon F.A.P. No. 142-A, Scottsburg Bridge, for signature by the Commission and return to this office. When returned, these documents should be accompanied by a statement that the Improvement District funds have been deposited with the State Highway Commission as provided in the Resolution specifying that such payments should be made on June 15, 1928 and November 15, 1928. Your letter of June 20, 1928 covers this matter in regard to County funds.

Your attention is directed to the special provision in Article VI of the attached project agreement obligating the State to provide funds for maintenance in case the County and the Umpqua Improvement District should fail to provide such funds.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

OK to sign as
corrected.
RMC

May 23, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Enclosed are three copies of the project agreement for Oregon F.A.P. No. 142-A, Scottsburg Bridge, for signature by the Commission and return to this office. When returned, these documents should be accompanied by a statement that the Improvement District funds have been deposited with the State Highway Commission as provided in the Resolution specifying that such payments should be made on June 15, 1928 and November 15, 1928. Your letter of June 20, 1928 covers this matter in regard to County funds.

Your attention is directed to the special provision in Article VI of the attached project agreement obligating the State to provide funds for maintenance in case the County and the Umpqua Improvement District should fail to provide such funds.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

Form 80—O-17767—8M—12-28

NOTED FP 142a

OR... STATE HIGHWAY DEPARTME...

NOTED Asst. Highway Engineer

NOTED R. H. SAWYER

FIELD ENGINEER'S WEEKLY REPORT

Date June 9th, 1929

Job name Scottsburg Bridge Section — Week from June 2nd to June 8th

Mail address Drain

Highway Umpqua — Telegraph or telephone address Drain

County Douglas — Job prefix 10 P.S. — Express and freight address Drain

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Xsactionad two points along the prasant road west of the west end of the Scottsburg Bridge section. Thesa two point lay batwaen 500 and 2600 fact from the job. will not hava ovar ½ mila haul.

RECEIVED
JUN 11 1929
DIVISION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed L. E. Robert

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The tripilcate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ...10RJ..... *Percentage* ...15...
2. ..... work ..... *Percentage* ...85...
3. ..... *Percentage* .....
4. ..... *Percentage* .....

May 29, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of May 25 to which were attached copies of the project agreement for Oregon F. A. P. No. 148-A, Scottsburg Bridge. I presented this matter to the members of the Commission for their approval at their meeting in Portland on the same date, and am instructed by the Commission to request a modification in Article VI relating to the maintenance project.

The Commission suggest that the words, "will designate said project as a part of the state highway system and" be stricken out and these words added after "Laws of 1917": "and other laws of the State of Oregon giving authority to the State Highway Commission for the expenditure of state highway funds." This would make the entire paragraph read as follows: ["In accordance with Resolution by the County Court of Douglas County dated April 5, 1929, and Resolution by the Umpqua Highway District dated March 8, 1929. The Highway Department hereby agrees that, if at any time funds in accordance with said Resolutions of April 5, 1929, and March 8, 1929, respectively, are no longer available, it will maintain said project in accordance with Resolution of August 7, 1917, Chap. 237, Laws of 1917, and other laws of the State of Oregon giving authority to the State Highway Commission for the expenditure of state highway funds."]

Reference is made to the resolution of August 7, 1917, copy of which is attached for your convenience. Your attention is particularly invited to the concluding paragraph, reading as follows: "BE IT RESOLVED, that the state assumes responsibility to the Federal Government for the proper maintenance of all highways constructed in cooperation with the Federal Government under the Federal Aid Road Act, the State to make whatever arrangements with the various counties it may deem necessary to meet this obligation in accordance with the laws of the State of Oregon and the Federal Aid Road Act."

For your convenient reference also, a copy is made of Section 5 of Chapter 237 of the Laws of 1917. The Commission feel that they have sufficient authority under the law to guarantee to the Federal Government the proper maintenance of this project.

In response to your inquiry as to whether the district funds to be provided for the construction of this project have been deposited with the State, would say that the district has met its entire obligation in this matter and that the amount of cooperation specified in their resolution has been paid in the total amount.

Very truly yours,

State Highway Engineer.

RAK:HI

In response to your inquiry as to whether the district funds to be provided for the construction of this project have been deposited with the State, would say that the district has met its entire obligation in this matter and that the amount of cooperation specified in their resolution has been paid in the total amount.

Very truly yours,

State Highway Engineer.

RAK:HH

PR 142a.

May 1, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Please pardon a tardy reply to your letter of April 6, 1929, concerning the maintenance provisions for Oregon Federal Aid Project No. 142 Section A, Scottsburg Bridge over the Umpqua River.

Supplementing previous correspondence on this subject, would say that this Commission has now received from the Umpqua Highway Improvement District a resolution providing for one-half of the cost of maintenance of the roadway between Drain and Scottsburg including the Scottsburg Bridge. The County Court of Douglas County also adopted a resolution providing for maintenance funds over the same distance, including the Scottsburg Bridge. Copies of both agreements are enclosed herewith in triplicate.

The Commission's position is this: That by reason of these agreements it may be expected that the maintenance of this project will be taken care of, having in mind that the bridge maintenance itself should be a minor amount in view of the type of construction used. However, if local funds are not available in sufficient amount to handle the maintenance of the structure in a manner satisfactory to the Federal Government, this Commission is in position at all times to take over this highway as a state highway.

It is the Commission's further thought, if necessary and advisable, that this bridge alone without the adjoining highways on either side could be taken over and made a state highway.

In summary, the State Highway Commission expects to be reimbursed for expenditures made for the maintenance of the Scottsburg Bridge by the local authorities. In the event, however, that these funds fail, this Commission pledges itself to take the structure over as a part of the Oregon State Highway System (authority of Section 3 Chapter 237, Laws of 1917) and maintain it under the same conditions as other highways on the Federal Aid System (see resolution of Commission dated August 7, 1917 and Chapter 237, Laws of 1917).

Very truly yours,

RAK:HI

State Highway Engineer.

UNITED S T DEPARTMENT OF AGRICUL
BUREAU OF PUBLIC ROADS
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING.
PORTLAND, OREG.

April 6, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 3rd relative to maintenance for Oregon Federal Aid Project No. 142 - Section A, the Scottsburg Bridge on the Umpqua Highway.

It is noted the State Highway Commission will assume the maintenance on the Scottsburg Bridge, but this does not indicate what funds are to be used in filling out of the paragraph on "Maintenance of Project," as provided for in the project agreement.

Are we to understand that a decision has been reached that maintenance of Federal Aid Projects on the States Federal Aid Highway System can come under the same funds made available (Resolution of August 7, 1917, Chapter 237, Laws of 1917) as is the case for Federal Aid projects on the State Highway System.

Providing this is not the case has the Commission entered into agreement with the Douglas County Court and the Improvement District involved? If this were done we should be furnished with copies of the agreement.

We are of the opinion that the statement that the State Highway Commission will assume the maintenance would not be acceptable unless the law delegates authority to the Commission to pay for this maintenance.

Very truly yours,

W. M. Knox
District Engineer.

April 3, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Reference is made to the maintenance on Oregon Federal Aid Project No. 148 Section A, more completely described as the bridge over the Umpqua River at Scottsburg, concerning which there has been some previous correspondence.

This matter was considered by the State Highway Commission at their last meeting in conference with the Chairman of the Board of Trustees of the Umpqua Highway Improvement District and members of the County Court of Douglas County. As a result of this conference, I am authorized to say to you that the State Highway Commission will assume the maintenance on the Scottsburg bridge and it is requested that the project agreement be prepared on that basis.

Very truly yours,

State Highway Engineer.

BAK:HI

REFERRED TO
SAP
By State Highway Engineer
to note

March 28, 1929.

Mr. W. H. Lynch.
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

Thank you for your letter of March 27, 1929 regarding maintenance on Oregon Federal Aid Project No. 142 Section A, the Scottsburg bridge.

An answer to your previous letter has been held pending for the reason that we have not yet completed our arrangements for this maintenance with Douglas County. As far as the Scottsburg bridge goes, that is satisfactory and understood by the County Court, but as you know we have under consideration at this time a grading project from Drain west on which we intend to ask approval for Federal Aid. In our correspondence with the County Court we have requested them to adopt a resolution agreeing to pay to the State the annual cost of the maintenance of the entire section between Drain and Scottsburg including the Scottsburg bridge, after construction by joint cooperation of Federal, county and district funds. They have made some inquiry as to the estimated cost of this maintenance, and I anticipate will take the matter up with the Commission at their meeting tomorrow, March 29, and some definite decision will be reached as to this feature.

I have already received a resolution from the Highway Improvement District whereby they obligate themselves to pay to Douglas County one-half of the cost of maintenance on this unit.

As soon as we secure the County's resolution in proper form, I will be pleased to send you a copy.

Very truly yours,

State Highway Engineer.

HAK:HI

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO._____

POST OFFICE BUILDING
PORTLAND, OREG.

March 27, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to our letter of February 25th regarding the maintenance on Oregon F.A.P. No. 142, Section A, the Scottsburg Bridge.

As the P.S. and E. papers and the preparation of the project agreement for this project are being held -- pending receipt of a showing on the maintenance of this project, we are wondering what progress is being made in this connection.

Very truly yours,

W. H. LYNCH
District Engineer.

#1042
Douglas Co
PR 142a

April 9, 1929.

Mr. Ira B. Riddle, Atty.,
Douglas National Bank Bldg.,
Roseburg, Oregon.

Dear Sir:

Replying to your inquiry of the 8th inst., concerning the claim of a client of yours against the sub-contractors on the Scottsburg Bridge, wish to say that this contract was originally let to the Clackamas Construction Company, whose address is Oregon City, Oregon, covering the construction of the bridge over the Umpqua Highway near Scottsburg.

The bond furnished by the Clackamas Construction Company was written by the U. S. Fidelity & Guaranty Company, C. O. Price, Manager, Porter Building, Portland. The original contractor is held liable for the payment of all claims incurred against the job, whether the same are incurred by him or his sub-contractor. It may be that you can secure satisfaction of the claim by taking the matter up with the Clackamas Construction Company or their bondsmen.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JS

IRA B. RIDDLE
Attorney at Law
Room 2
Douglas National Bank Bldg.
ROSEBURG, OREGON

April 8,1929

Roy A. Kline
Secretary State Highway Commission

Salem, Ore

Dear Sir:-

I have a client who has a claim against a sub-contractor on the Scottsburg Bridge for rent of equipment which the sub-contractor leased. This claim amounts to $278.25.

What I desire to know is, is the original contractor under his contract and bond with the State liable for such claims of a sub-contractor

Not being able to see a copy of the contract I am unable to say, so any information you can give me in this regard will be appreciated

Yours very truly

Ira B. Riddle

RECEIVED
APR 9 1929
OREGON
STATE HIGHWAY COMMISSION

1042
Clackamas Const Co
Phil McCullough Pine Valley Lbr Co
U. S. T. & G. Co.

ANSWERED
H. B. G.

PR 142 a

Lovelace Clothing Company

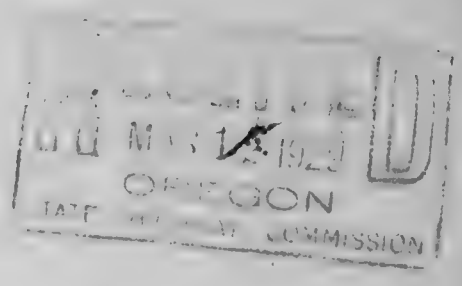
"The House of Values"

Reedsport, Oregon

March 11th 1929.

Mr. Roy A. Klein
Salem, Oregon.

Dear Mr. Klein.-



Enclosed you will find check for the 50% of Coquille River Highway Project, for maintenance of the district.

And also a copy of the resolution that trustees have agreed to pay to Douglas County 50% of maintaining from Reedsport to Drain that portion built by feder l aid.

Yours very truly;

W. A. Lovelace

RECEIVED
MAR 12 1929
OREGON
HIGHWAY COMMISSION

WHEREAS, The State of Oregon through its State Highway Commission has recommended to the Federal Government the designation of the Umpqua Highway between Reedsport and Drain as a part of the Federal Aid System which has been approved and adopted, and

WHEREAS, by reason of such designation the Federal Government will co-operate with Douglas County and the Umpqua Highway Improvement District in the construction of the Umpqua Highway between Reedsport and Drain, including the bridge over the Umpqua River at Scottsburg, on the usual basis of co-operation with the State of Oregon, and

WHEREAS, the provisions of the Federal Aid Law require that the local authority assume the maintenance of all projects constructed with Federal Aid funds, and

WHEREAS, this project, not being on the state highway system, the maintenance costs cannot be paid from the state highway fund,

THEREFORE, BE IT RESOLVED by the Board of Trustees of the Umpqua Highway Improvement District that said District, in consideration of Federal funds to be expended in the construction of the Umpqua Highway between Scottsburg and Drain, including the bridge across the Umpqua River at Scottsburg, hereby obligates itself to provide one half of the funds for the maintenance of said highway between the points aforesaid after construction, including the Scottsburg bridge, and

BE IT FURTHER RESOLVED, That the maintenance work aforesaid shall be done in the first instance by the State Highway Commission in a manner satisfactory to the Federal

RECEIVED
MAR 12 1929
OREGON
STATE HIGHWAY COMMISSION

Government and that upon the re-imbursement of said Commission by Douglas County this District will repay to Douglas County one-half of the amount so paid to said Commission by Douglas County, unless and until said highway shall have been taken over by said Commission as a part of the highway system of the State of Oregon.

BE IT FURTHER RESOLVED, That this resolution be entered in the records of this District and that a duly certified copy thereof be delivered to the County Court of Douglas County, Oregon.

#1042
Douglas

PR142a

PORTLAND 104

R. HOWARD BLAND, PRESIDENT

UNITED STATES FIDELITY AND GUARANTY COMPANY

WALTER F. CLINE
ASSISTANT MANAGER

PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
83 6TH STREET
BROADWAY 2830

L. L. TRACEY
SUPT. CLAIM DEPARTMENT

PORTLAND, OREGON,
March 11th, 1929.

RECEIVED
MAR 13 1929
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

In Re: #39-12-1053-28
Clackamas Construction Co.

The above bond executed on June 18th, 1928, covers contract for the construction of a bridge over the Umpqua River near Scottsburg, in Douglas County, Oregon.

We enclose our form inquiry which we kindly ask you to complete showing the present status of this contract.

Stamped and addressed envelope is also enclosed and thanking you for your attention to this matter, we remain,

Yours very truly,

Manager.

CS-

Paid to Date - $26,063.84
Returned - $ 4,599.50

March 6, 1929.

County Court of Douglas County,
Roseburg, Oregon.

Gentlemen:

As you have been previously advised, the Umpqua Highway between Reedsport and Drain, although not a part of the state highway system, has been designated a part of the federal aid system and is, therefore, eligible for federal aid.

This department has previously requested federal aid in the construction of the Umpqua River bridge at Scottsburg, but the agreement has not been completed and no federal funds have yet been received because this department has not yet furnished an agreement covering the future maintenance of this structure. Inasmuch as the same conditions will be imposed on the unit which is now being prepared for construction from Drain west, it is desired to have a definite statement or resolution from Douglas County covering fully the matter of future maintenance on these and any other projects which may be undertaken as federal aid projects on the Umpqua Highway.

It is our understanding that the present arrangement on the forest project between Scottsburg and Reedsport is handled on a joint agreement between the County and the Highway Improvement District whereby each agrees to pay one-half of the cost. Such an arrangement as between the County and the District would be satisfactory in the present instance, although the State must look to the County in order to have one party to deal with.

In the present case, in order to cover this matter in a form acceptable to the Government authorities, I have taken the liberty of preparing a resolution for the approval of the County Court. If some changes in the wording or the phraseology of this resolution are desired, the same would be acceptable provided the main substance of the resolution is carried out whereby the County is definitely committed to the payment of maintenance costs on this project, the State to do the work and bill the County for the same.

It would be understood, of course, that if this project is ever taken over as a state highway that the maintenance costs would be

assumed by the State and the cost paid from the state highway fund.

I understand that the Highway Improvement District officers will have a conference with the County Court of Douglas County on Friday, March 6, hence I am writing you this letter at this time so the matter may be taken up with the district officers at that meeting.

I am sending a copy of this letter and resolution to the President of the Board of the District for their information.

Very truly yours,

State Highway Engineer.

RAK:HI

Encl.
cc W. A. Lovelace
J. S. Sawyer

R E S O L U T I O N

WHEREAS, the State of Oregon through its State Highway Commission has recommended to the Federal Government the designation of the Umpqua Highway between Reedsport and Drain as a part of the Federal Aid System which has been approved and adopted, and

WHEREAS, by reason of such designation the Federal Government will cooperate with Douglas County and the Umpqua Highway Improvement District in the construction of the Umpqua Highway between Scottsburg and Drain, including the bridge over the Umpqua River at Scottsburg, on the usual basis of cooperation with the State of Oregon, and

WHEREAS, the provisions of the Federal Aid Law require that the local authority assume the maintenance of all projects constructed with Federal Aid funds, and

WHEREAS, this project, not being on the state highway system, the maintenance costs cannot be paid from the state highway fund,

THEREFORE, BE IT RESOLVED, That the County Court of Douglas County, by this resolution, in consideration of Federal funds to be expended in the construction of the Umpqua Highway between Scottsburg and Drain, including the bridge across the Umpqua River at Scottsburg, hereby obligates itself to provide funds for the maintenance of said highway between the points aforesaid after construction, including the Scottsburg bridge, and

BE IT FURTHER RESOLVED, That this maintenance work shall be done in the first instance by the State Highway Commission in a manner satisfactory to the Federal Government and that Douglas County will reimburse the State Highway Commission for such expenditures in semi-annual payments unless and until this highway shall have been taken over by the State Highway Commission as a part of the state highway system of Oregon.

BE IT FURTHER RESOLVED, That this resolution be entered in the records of the County Court and that a certified copy of the same be delivered to the State Highway Commission.

This is not the form I signed. See Finality book. File 142.

COUNTY COURT OF DOUGLAS COUNTY

By _____
As County Judge

By _____
As County Commissioner

By _____
As County Commissioner

Attest:

_____
As County Clerk

Dated _____, 1939

Roseburg, Oregon.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 25, 1929

NOTED
State Highway Engineer

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to your letter of February 21, and previous correspondence relative to the maintenance provision of the project agreement for the Scottsburg Bridge, Oregon Federal Aid Project 142-A.

With regard to the question in your letter as to County Maintenance, it is our understanding that the maintenance funds should be under the direct control of the State Highway Department and would suggest that the State obtain from Douglas County and the Umpqua Highway Improvement District an agreement to turn over to the State Highway Department such funds as are necessary for the maintenance of this structure, until such time as this Route is placed on the State Highway System. It would be well if this agreement not only covered the structure in question but also such other sections if and when constructed as Federal Aid Projects.

Very truly yours,

W. H. LYNCH
District Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 7, 1929.

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of January 17th relative to the information necessary to complete the maintenance provision of the project agreement covering the Scottsburg Bridge, Federal Aid project 142-A, and your reply as of February 1st.

We are today in receipt of a wire stating that it is necessary to show that funds for maintenance are under the direct control of the State Highway Department and that copies of the agreement between the State and County should be furnished.

Will you please advise as to the above?

Very truly yours,

W. H. Lyman
District Engineer.

ER 142-A

February 1, 1929.

Mr. W. M. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Dear Sir:

In response to your inquiry of January 17, 1929, concerning the inclusion of a maintenance provision for the project agreement covering Oregon Federal Aid Project No. 142 A, Scottsburg Bridge, would say that since this road is not on the state highway system we are unable to expend state funds on the maintenance of this bridge.

However, we have a cooperative arrangement with the district and the county covering the Umpqua Highway, and because of this we are in a position to guarantee the maintenance. Therefore, this letter may be considered as our guarantee that the maintenance on this structure will be performed up to the standard required by the Bureau on other federal aid projects.

Very truly yours,

State Highway Engineer.

RAK:HI

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 17, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

In order to complete the maintenance provision for the project agreement covering Oregon Federal Aid Project 142 - Section A, the Scottsburg Bridge, it is necessary to know what provisions the State has made for maintaining this structure after construction is completed. Does the State have authority to spend money for maintenance of Federal aid projects when on roads which are not a part of the State system, and will you guarantee the maintenance? Our letter of October 30, 1928, covered the Federal law on this point.

Undoubtedly this same question will arise on other sections of this highway and on other highways which are being placed on the Federal aid system but are not now on the State system.

As the preparation of the project agreement is being withheld -- pending advice in this matter, an early reply would be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer.

By J. A. Elliott
J. A. Elliott
Sr. Highway Engineer.

PR 142-A

January 21, 1929

Standard Oil Company of California,
Post Office Box 1197,
Portland, Oregon.

Attention: Mr. F. E. Ewing

Dear Sir:

Replying to your inquiry of the 18th inst. concerning the Clackamas Construction Company, wish to say that the contract awarded to them near Scottsburg was for the construction of a bridge over the Umpqua River on the Drain-Reedsport road in Douglas County. This is State Highway Contract No. 1042. The amount of the contract is $50,000.00. Payments are being made direct to the contractor each month on State Vouchers. Our retained percentage at this time amounts to $3950.30.

The surety on the bond furnished in connection with this work is the United States Fidelity & Guaranty Company, C. O. Price, Manager, Porter Building, Portland, Oregon.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBG:M By

H. B. Glaisyer
Chief Clerk.

#1042
Douglas Co

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
9TH FLOOR PACIFIC BLDG.
306 YAMHILL STREET
P. O. DRAWER 1197

SALES DEPARTMENT
W. L. MUNCY
DISTRICT SALES MANAGER
[redacted] S. E. NORD
ASSISTANT DISTRICT SALES MANAGERS

PORTLAND, ORE.

January 18, 1929

Clackamas Construction Co.,
Scottsburg, Ore.

State of Oregon Highway Commission,
Salem, Oregon.

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

The Clackamas Construction Co. we understand have been awarded a contract for the construction of a bridge across the Umpqua River at Scottsburg, Oregon by your office.

This company is supplying petroleum products to be used in connection with this contract, and in order to complete our records we would like to have the following information:

Description and location of the work
Job Number
Amount of the Contract
Provisions for payment
Amount of contract price withheld
Name and address of bondsmen furnishing
the material men bond.

We wish to thank you for this information. For your convenience in replying, a stamped envelope is inclosed.

Yours very truly,

STANDARD OIL COMPANY OF CALIFORNIA

W. L. MUNCY
District Sales Manager

By J. W. Muncy

CDE:DP

Contract No..1042 - Bridge over Umpqua River near Scottsburg - Drain-Reedsport Road in Douglas County - Amt. of Contract is $50,000.00 - Payments direct to contractor monthly on State Vouchers for work to 10th - Paid to date is $22,250.69 - Retained - $3,958.36 - Surety is United States Fidelity & Guaranty Company, C. O. Price, Agent, Porter Bldg., Portland, Oregon.

ANSWERED
I. B. G.

PRIVATE

November 22, 1928

Hon. Thos B. Kay
State Treasurer
B u i l d i n g

Dear Sir:

Herewith please find warrant No. 13, drawn by the Umpqua Highway Improvement District on the State Treasurer for the amount of $2,800.00.

This should be credited to the state highway fund as county cooperation on the Umpqua river bridge at Scottsburg.

Very truly yours,

State Highway Engineer

cc R.V.Hollenberg

#1042

Douglas Co

PR 142

November 7, 1928

Claplumme Construction Co.
Oregon City, Oregon.

Gentlemen:

Attached is copy of a letter we have today received from Francis Hank, Elkton, Oregon, regarding his claim against the man who had a subcontract under you for furnishing of gravel for the Scottsburg bridge. Will you please see that this matter is taken care of.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

M. B. Glaisyer,
Chief Clerk.

EGS:MB
enc.

November 7,1928

U. S. Fidelity & Guaranty Co.
C. C. Price, Agent.
Porter Building.
Portland, Oregon.

Dear Sir:

Herewith attached is copy of letter that we have today received from Francis Mank, Hilton, Oregon, regarding his claim against the subcontractors under the Clackamas Construction Company in connection with their contract for the construction of the bridge over the Umpqua River near Scottsburg.

This for your information as you appear as surety on the bond furnished by the Clackamas Construction Company in connection with this work.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

E. B. Sinclayer,
Chief Clerk.

EBS:JB

November 7, 1928

Mr. Francis Hack,
Hilton, Oregon.

Dear Sir:

We have for acknowledgment your letter of the 5th inst. concerning your claim for work performed on the Scottsburg bridge.

In reply will say that this contract was awarded by the Highway Commission to the Clackamas Construction Co., Oregon City, Oregon. In connection with this contract the Clackamas Construction Co. furnished to the state a surety bond which was for the purpose of protecting labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the U. S. Fidelity & Guaranty Co., S. C. Price, Agent, Pember Building, Portland, Oregon. We offer this as your protection for the amount of your claim and would suggest that you take the matter up with Mr. Price, as the surety company is equally responsible for the payment of the claim as the contractor. In the event that you do not secure satisfaction by taking the matter up with the surety company, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2991, Oregon Laws, a mimeograph copy of which is enclosed.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. R. Glaisyer,
Chief Clerk.

ERG:JS

H. B. G.

RECEIVED
NOV 8 1928
OREGON
STATE HIGHWAY COMMISSION

Elkton Oregon
Nov. 5. 1928

Dear Sir.

Can you please tell me how I can get my labor Bill. Two men had the job to get out the gravel for the Scottburg Bridge and they threw the job up. and I have waited 2½ month for my pay and I can't get it from them. I ask one of the contracks and he said he would not pay it. I work 9½ days with team at $9.00 a day. I was going down and see them again But Mr Earl Brumbaugh of Roseburg said to writ to you first that you would see.

Your Truly
Francis Hauck

PR 1.42a

...Ore. Nov. 8 -28

...r letter of November 6...
...h a set to the plans
...r at Scottburg. Inas...
...that we have no author...
...ure.
...ighway Engineer.

PR 1424

November 8, 1926.

Mr. Jerry Ruben.

Scottsburg, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 5, making application for a permit to attach a net to the piers of the new bridge across the Umpqua River at Scottsburg. Your request must be declined for the reason that we have no authority to grant a permit of this kind.

Very truly yours,

State Highway Engineer.

BAK:HI

cc M. T. Hoy, Sec'y State Fish Comm.

COPY

Scottsburg, Ore. Nov. 3.-28

Oregon State Highway Commission

Salem Oregon

Gentlemen:

I am one of the oldest Fishermen on the Coast. I always tryed to comply with Laws.

Therefore I hereby for permitt apply to set small piece of net on the each of the Scottsburg new Bridge 2 Piers in the water which would hurt nothing. But: being a State property, I did not want to make myself too personal.

Therefore I again apply for the above mentioned.

Yours Very Truly

(sgd) JERRY RUBEN

(Original forwarded to M. T. Hoy, Secretary State Fish Commission)

PR # 142-A

September 21, 1950

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In reply to your letter of September 20, this will advise that it is agreeable to us to delay the drawing of the agreement for Oregon Federal Aid Project 142-A (Scottsburg Bridge) for another two weeks at least.

By that time we expect to know more definitely the extent to which the Umpqua Highway District and Douglas County will be able to finance a project on the Drain-Reedsport Highway and to know whether or not it will be necessary to take the Scottsburg Bridge into consideration in connection with such a project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

Post Office Building
Portland, Oreg.

September 20, 1923

Mr. Roy A. Klein
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

The drawing of the agreement for Oregon F. A. P. 142-A, Scottsburg Bridge, is being delayed pending a decision as to the method of financing other sections of this project including the tunnel. Until rules and regulations for administering the Oddie-Colton Bill are promulgated we will be unable to proceed with the preparation of the agreement.

Please advise if the delay is satisfactory to you.

Very truly yours,

W. H. Lynch

District Engineer

PR 172a

July 17, 1928.

Hon. I. L. Patterson,
Governor of Oregon,
Building.

Dear Sir:

Reference is made to a letter dated July 14, 1928 from Mr. A. F. Stearns of Oakland, with particular reference to the contract for the Scottsburg bridge over the Umpqua River. Bids were received on this project on May 29 and the low bid was by the Clackamas Construction Company at $97,120.00, which was slightly under our estimate which was $99,202.00.

This bridge is being constructed by the Clackamas Construction Company who have already commenced operations. It has not and will not be sold to anyone. All state contracts require the approval of the State Highway Commission to any subcontract or subletting of any part of the structure. The only subcontract on this bridge will be the fabrication of the steel. There are frequently bridge jobs on which part of the work is subcontracted, such as the erection of the structural steel, placing of reinforcing steel, etc., which is quite customary and in line with good practice, since the substructure and the superstructure are entirely different classes of work in the case of steel bridges.

We are securing very good competition at our bridge lettings and very seldom have less than six or seven bids, and in practically every instance jobs have been let on figures less than the engineer's estimate.

I am returning Judge Stearns' letter attached.

Very truly yours,

State Highway Engineer.

BAK:HI

PR 142a

July 15,1926

U. S. Fidelity & Guaranty Co.
C. O. Price, Agent.
Porter Building.
Portland, Oregon.

Dear Sirs

Enclosed herewith please find copy of contract No. 1042 which was awarded to Clackamas Construction Company by the State Highway Commission on May 29th, 1926, for the construction of the bridge over the Umpqua River near Scottsburg on the Reedsport-Scottsburg Road in Douglas County.

This copy is for your records and files as you appear as surety on the bond furnished by the Clackamas Construction Company in this instance.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

JS
enc

PR 142a

CLACKAMAS CONSTRUCTION CO. INC.

Scottsburg,
~~OREGON CITY~~, OREGON

July 11, 1928.

NOTED
State Highway Engineer

Oregon State Highway Commission,
Salem, Oregon.

Attention- Mr.Roy A.Klein.

Dear Sir,-

In regard to our Scottsburg Bridge Contract, we have abandoned the thought of subletting. We feel that we would lose more by not building this bridge than we would gain by the proposed subletting.

We thank you for your sound advise in the matter, also for your favorable comment on our work and our ability to do this job. We hope that we may never give you occasion to lose confidence in our ability or in our integrity.

Yours very truly, Clackamas Construction Company,

By Philip Ault

Copy to-

Mr.C.B.McCullough.

PR142a

June 22,1928

Oleshomme Construction Company,
475 Ainsworth St.
Portland , Oregon.

Gentlemen:

We are returning to you today by express four copies of contract #1048 awarded to you by the Highway Commission for construction of bridge over the Umpqua River near Scottsburg.

In looking these over we find that both the agreement and bond have been signed by the Oleshomme Construction Company by Emily Holt, President. One of the requirements of the Highway Commission is that the secretary of the company must sign along with the president. Otherwise we must be furnished with a certified copy of the by-laws showing that the president has authority to enter into contracts of this kind. The simplest way, we believe, would be to have the secretary sign each copy.

Will you please have this done and return all four copies to this office for completion by the Highway Commission.

Thanking you, we are

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JB

DR# 142a

June 20, 1928.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

Reference is made to your letter of June 18, in regard to the resolution of the County Court of Douglas County appropriating county funds for use in the construction of the Scottsburg Bridge.

It appears that at the time this resolution was drawn, it was not definitely known by the County Court from what fund the payment of $22,500 to be made on or before June 15, 1928 would be made and that for that reason the space provided for the name of the fund was left blank. However, since the resolution was received from the County, the payment of the $22,500 to the State Highway Commission has been made, this payment consisting of a warrant for $15,100 on the County's general fund, and an Umpqua Highway Improvement District warrant in the amount of $7,400 drawn in favor of Douglas County but endorsed by the County Court for payment to the State Highway Commission.

In view of the fact that the payment has now been made, we assume that the inclusion in the resolution of the name of the fund from which the payment was intended to have been made is not essential, and we are therefore returning the resolution to you without having submitted the same to the County Court for the filling in of this information.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

June 19, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Receipt is acknowledged of your letter of June 14th, enclosing copy of a Resolution by the County Court of Douglas County, appropriating funds for use in the construction of the Scottsburg Bridge. In this Resolution it is noticed that the fund from which the County Clerk is authorized to draw a warrant payable to the State Highway Commission is left blank. Before this can be approved by our Washington Office, it will be necessary that the particular fund be shown, and the Resolution is being returned for that purpose. Please have this filled in and returned at your early convenience.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Associate Highway Engineer.

Encls.

6149

PR142a

June 20, 1928.

Mr. C. B. McCullough,
Bridge Engineer,
Office.

Dear Sir:

You stated yesterday that you had placed one of our standard state highway construction signs at the Umpqua bridge. I think this is probably all right, as we are handling the work on this job and it is a state highway contract. However, in order to give the Improvement District, the County and the Government their proper recognition and credit, I think it would be well to erect one sign -- say about 3x5 in size -- placed on the south bank of the river along the roadside near the bridge site where it would be seen by all, reading as follows:

Umpqua River Bridge
Clackamas Construction Co., Contractors
Oregon State Highway Department, Engineers
Constructed under cooperative agreement between
Umpqua Highway Improvement District
Douglas County
Federal Government

Some changes may occur to you which would be advisable to make which would be quite satisfactory to me.

This sign should be made up at once and placed prior to the Fourth of July which is the date of the celebration at Reedsport. I anticipate that there will be a large number of people over the road at this time and, no doubt, it would make the Douglas County and Improvement District officials feel good to see the sign in place.

Very truly yours,

State Highway Engineer.

RAK:HI

PR # 142-A

June 20, 1928.

ER 142-A

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Umpqua River Bridge near Scottsburg on the Drain-Reedsport Highway, Oregon

Project No. 142-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. Nash/AP
Encls.

Oregon State Highway Department — Project No. 142-A

UMPQUA RIVER BRIDGE NEAR SCOTTSBURG ON THE DRAIN-REEDSPORT HIGHWAY

in DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oregon, June 20, 1928.

800 cu.yds	Excavation	$6.00	$ 4,800.00
90 cu.yds	Excavation below plans	10.00	900.00
250 cu.yds	Class "A" Concrete	20.00	5,000.00
610 cu.yds	Class "B" Concrete	25.00	15,250.00
365 cu.yds	Class "D" Concrete	18.00	6,570.00
136,000 lbs	Reinf. Metal	.06	8,820.00
940,000 lbs	Structural Steel	.06	56,400.00
375 lin.ft	Reinf. Conc. Handrail	4.00	1,500.00
	Sub-total		$ 97,120.00
	10% Engr. & Cont.		9,712.00
	Total		$106,832.00

Length of Project 816 feet, 0.154545 Mile

Cost per Mile $ 691,267.91

County Funds Available	$20,164.54
Improvement Dist. Fund	20,164.54
Federal Aid Requested	66,502.92
	$106,832.00

(See Resolutions for sources of construction and maintenance funds).

June 19, 1928.

BR 1421

Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing a copy of the resolution passed by the Umpqua Highway Improvement District covering cooperation on the Umpqua River bridge at Scottsburg, Oregon Federal Aid Project No. 142i.

This completes the exhibits covering cooperation which were requested in your letter of the 31st ult.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dictated by J. W. DeSouza/HI

D STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

REFER TO

POST OFFICE BUILDING
PORTLAND, OREG.

May 31, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the Umpqua River Bridge at Scottsburg, Federal Aid Project No. 142 - Section A, and conversation with Mr. Davis as of May 29th, relative to papers required by the Secretary for this project.

In submitting P.S. and E. papers for this project it is necessary to cite the Acts or law creating the improvement district which is to provide a portion of the funds, or if the district was created by a special election, copies of all documents relating thereto are necessary.

In addition, in accordance with Section 6 of the "Rules and Regulations of the Secretary of Agriculture for carrying out the Federal Highway Act", page 24 of Miscellaneous Circular No. 105, it is required that copies of resolutions by the County Court and also the Improvement District be provided, showing funds set aside for this project.

Also funds for maintenance should be given, as it will be necessary to have this information for preparation of the project agreement.

Very truly yours,

W. H. LYNCH
District Engineer.

June 14, 1928. FR 142-A

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing copy of a resolution by the County Court of Douglas County, appropriating funds for cooperation in the construction of the Scottsburg Bridge and approaches, Oregon Project 142-A.

A copy of the resolution by the Improvement District has not yet been received, but it will be forwarded to you as soon as it comes to hand.

The Umpqua Highway Improvement District was organized under Chapter 209, Laws of 1921. In 1927 the legislature passed Chapter 411 of the laws of that year which validated the formation of the district and declared it to be a municipal corporation. Under these circumstances, it would not seem necessary to furnish detailed exhibits showing all of the steps which were taken in the formation of the district.

We trust that this will be satisfactory.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. DeHouse/AP

Encl.

PR 142a

June 28th, 1928

Clackamas Construction Co.
475 Ainsworth St.
Portland, Oregon.

Gentlemen:

We are sending you today by express four copies of contract No. 1042 awarded to you by the State Highway Commission on May 29th, 1928, covering construction of the bridge over the Umpqua River near Scottsburg on the Reedsport-Reedsport Road in Douglas County.

Please execute all four copies of this contract as to agreement and bond and return all copies to this office for completion by the Highway Commission. When this is done we will be glad to furnish you an executed copy for your records and files and also send a copy to the surety appearing on your bond.

Your special attention is called to the paragraph on page 10 of this contract relative to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

May 26, 1928.

OR142A

Bureau of Public Roads,
Box 5000
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate to accompany the plans for the Scottsburg Bridge on the Brainerd-Reedsport Road in Douglas County.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by L. M. DeSOUZA/AP
Encls.

Oregon State Highway Department — Project No. 142-A

SCOTTSBURG BRIDGE ON THE DRAIN-REEDSPORT ROAD IN DOUGLAS COUNTY

Salem, Oregon, May 28, 1928.

800 cu.yds	Excavation		$3.50	$2,800.00
80 cu.yds	Excavation below plans		8.00	640.00
250 cu.yds	Class "A" Concrete		21.00	5,250.00
610 cu.yds	Class "B" Concrete		19.00	11,590.00
365 cu.yds	Class "D" Concrete		21.00	7,665.00
136,000 lbs	Metal Reinforcement		.045	6,120.00
940,000 lbs	Structural Steel		.0675	63,450.00
375 lin.ft	Reinf. Conc.	Handrail	4.50	1,687.50
		Sub-total		$ 99,202.50
		10% Engr. & Cont.		9,920.25
		Total		$ 109,122.75

Length of Project - 0.154545 Mi (816 feet)

Cost per Mile $706,090.45

Local Authority Funds Available	$41,193.84	
Federal Aid Requested	67,928.91	(62.28%)
	$109,122.75	

Form 39—C-7616—3M—1-28.

PR 1420

OF STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOT Used

Date April 2nd, 1928

Job name Scottsburg Bridge — Week from April 15th to 21st

Mail address Gardiner

Highway Umpqua — Telegraph or telephone address Gardiner

County Douglas — Job prefix 10 PS — Express and freight address Gardiner

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Retraced line from Sta 0+00 to 42+00 and set R/W stakes. Hubbed all center line point and all R/W points. Set them all quite carefully.

Checked triangulation across river.

(See back of this sheet for instructions and detailed information.)

Signed G. E. Robarts

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project 5

Number of men in party 4

Salary expense this week 72.83

All other expense this week 16.17

Previous total expenditure this survey .....

Total expenditure including this week 89.00

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 PS ..... *Percentage* 55
2. ..... 10 V O ..... *Percentage* 30
3. ..... 10 V W ..... *Percentage* 15
4. ..... *Percentage* .....

CONTRACT # 1046,

SEE:

CONTRACT # 1032

25

1046 SEE: Contract 1'32

CONTRACT #1047,

PR 136-A N. Unit, Ana Spring- 1928-1929
Hunter Hill, Grading

1047

#1047
Late
PR1366

September 18, 1929

National Surety Company,
Robert Whyte, Agent,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1047 for the construction of the Ana Spring-Hunter Hill Section of the Fremont Highway in Lake County, consisting of 11.08 miles of grading, has been completed by the contractor, Henry C. Boyer, and that final settlement will be made by the State with said contractor for work done under said contract on or after September 28th, 1929.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of the above work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this work which will include the final payment will be $42,598.45, of which amount $42.41 was for force account work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Claisyer,
Chief Clerk.

Dist. J. McFarland,

Form 32—29449—2 M—10-25.

PR 136a

OF[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date Lakeview Oregon June 15, 1929

Job Name Asa Spring-Hunter Hill Co.

Week from June 9 to June 15

Mail Address Lakeview Oregon

Highway Fremont

Telegraph or Telephone Address

County Lake Job Prefix 19PF

Express and Freight Address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed hauling rock on this project during the early part of the week and has moved the most of his outfit away.

Mr. J. N. Davis, U.S. Bur of Public Roads visited and inspected this work on June 14th. He said that as far as the Bureau of Public Roads was interested, the work was satisfactory.

Traffic is now using the entire section and I am leading the new road to the Maintenance forces.

RECEIVED
JUN 17 1929
OREGON
STATE HIGHWAY COMMISSION

[illegible] WANZER

(See back of this sheet for instructions and detailed information.)

Signed P. J. Crowley

Title Resident Engr.

ROY A. KLEIN

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

FORM S-C-1 S-10555 1000 11-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR #136-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 11th, 1929.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert

Dear Sir:

The winter season has developed a wet springy condition in the little cut at Station 2530 on the South Unit of the Ana Spring-Hunter Hill section of the Fremont Highway, Contract No. 1047.

In order to stabilize this it will be necessary to dig out below sub grade, pipe off the spring and back fill with rock.

I am submitting herewith, price agreement from the contractor. Finnishing work is in progress there and I would like to have this done as quickly as possible so that traffic may be turned onto the new grade.

Very truly yours,

C. W. Wanzer
Division Engineer

By H. N. Hackett
H. N. Hackett
Div. Office Engineer

HNH:I

PR136a

National Surety Company,
323 Corbett Building,
Portland, Oregon.

R. J. RUSSELL

BRANCH OFFICE FOR OREGON

Gentlemen:

Attention: Mr. W. B. Gillam.
District Manager.

Replying to your inquiry of the 28th ultimo concerning status of contract awarded to Henry C. Boyer for the grading of the Ana Spring-Hunter Mill Section of the Fremont Highway, wish to say that payments to April 10th amount to $37,065.20. Our retained percentage on that date was $2034.00. The work was 75% complete on April 10th, which is the latest information that we have concerning this work.

Very truly yours,

Roy A. Klein.
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JB

#1047
Lake Co

Joel Rathbone, Vice Chairman — Wm. B. Joyce, Chairman — E. A. St. John, President

National Surety Company

Capital $15,000,000.00

New York.

WORLD'S LARGEST SURETY COMPANY

PHONE ATWATER 2191

A. G. BARRY
COUNSEL

W. B. GILHAM
DISTRICT MANAGER

R. J. RUSSELL
ASST. MANAGER

BRANCH OFFICE FOR OREGON
523-26 CORBETT BUILDING
PORTLAND, OREGON

April 29, 1929

ATTENTION: H. B. Glaisyer
Chief Clerk

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re: Henry C. Boyer

Gentlemen:

Referring to our bond behalf Mr. Henry C. Boyer covering contract #1047 for grading Ana Spring-Hunter Hill section of the Fremont Highway in Lake County.

We would like to ask that you please advise the status of this contract and the amount that has been paid to the contractor to date.

Your usual courteous attention will be appreciated.

Very truly yours,

W. B. Gilham

DISTRICT MANAGER

WBG:Q

Paid to Apr. 10 - $27,065.20
Retained - $3,024.00
Work 72% Completion Apr. 10th.
Completion date - Apr. 30 -

ANSWERED
H. B. G.

We bond more people than any other company in the world.
We own and operate New York Indemnity Co. writing surety, fidelity, plate glass, accident, automobile and other casualty lines.

PR 136a

March 28, 1929.

Mr. H. J. Crowley
Resident Engineer.
Lebanon, Oregon.

Dear Sir:

We are returning herewith bill covering 8" perma drain tile and broken stone backfill which was submitted in connection with the Ann Spring-Hamber Hill Project, Contract 1067.

These items were covered by the price agreement of October 15, and consequently the correct procedure is to list them on the estimate in the same manner as the contract items.

Rather than delay the payment of the monthly estimate, we have listed the items on it and passed it for payment. However, on future estimates, we wish to request that these items be shown.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. W. Nash/AP

CC Mr. C. W. Hanner

March 27, 1929.

Mr. B. J. Crowley,
Resident Engineer,
Lakeview, Oregon.

Dear Sir:

The enclosed price agreement covering the lowering of sewer pipes and water supply pipes on the Ana Spring-Bunker Hill Section is being returned to you for the reason that it appears to be not a price agreement but simply an extra work order. Please therefore resubmit the same on the standard extra work order form.

Thinking that you may not have a supply of the extra work order forms, we are requesting the Equipment Department to forward a pad of them to you.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encl.

PR 136 a

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please refer to File No. Ore. 136-A

Post Office Building,
Portland, Oregon,

October 5, 1928

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By

T. M. Davis
Highway Engineer

Encl.

RECEIVED
OCT 6 1928
OREGON
STATE HIGHWAY

A4ps4141

Form P. R. 2

State Oregon

Project No. 136, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 23rd day of August, 1928

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 19 27, a project statement, which was approved by the Secretary on the 18th day of February, 19 28, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 7th day of July, 19 28, and approved by the Secretary on the 18th day of September, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of eleven thousand, one hundred sixty-seven and 50/100

Section A of

dollars ($ 11,167.50) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—8518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 174, Laws of 1917, Chap. 51, Laws of 1929.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 3760 at Summer Lake P.O. at the north end of Oregon Federal Aid Project No. 107, Section C, in Sec. 34, T.30 S., R.15 E., W.M., and survey station 4120 in Sec. 36, T.29 S., R.16 E., W.M., near Ana Spring, excepting therefrom that portion between survey stations 3908+34.3 and 3977+00 terminal points, a distance of 5.528 miles, known locally as the North Unit of the Ana Spring-Hunter Hill Section of the Fremont Highway, Federal Aid Route No. 16, between Silver Lake (Lake) and Lakeview, Lake County, being Section A of Oregon Federal Aid Project No. 136.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

NOV 13 1928 8 15 AM

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of eleven thousand, one hundred sixty-seven and 58/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seventeen thousand, nine hundred thirty-nine and 90/100 dollars, the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____ STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____

(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**

(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chap. 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—5518

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____ upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 18th day of September, 1928.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By C E Cate
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robt W Sawyer
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

E. W. Marsh
Secretary of Agriculture.

STRICKEN OUT

FOR AUTHORITY OF HIGHWAY DEPARTMENT TO EXECUTE AGREEMENTS SEE PROJECT NO. 112.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 3760 at Summer Lake P.O. at the north end of Oregon Federal Aid Project No. 107, Section C, in Sec. 34, T.30 S., R.16 E., W.M., and survey station 4120 in Sec. 36, T.29 S., R.16 E., W.M., near Ana Spring, excepting therefrom that portion between survey stations 3908+34.3 and 3977+00, locally known as the North Unit of the Ana Spring-Hunter Hill Section of the Fremont Highway, Federal Aid Route No. 16, between Silver Lake (Lake) and Lakeview, Lake County, and designated in the records of this Department as Project No. 136 Section A of, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 17,939.90 as the total estimated cost of Section A of said project, and the sum of $ 11,167.58 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed 62.25 per cent of said total estimated cost.

Done at the city of Washington, this 18th day of September one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

C. M. Marvin

Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4820

FIRM SC 50074 1M 8-27

COMMISSIONERS
WILLIAM BUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
H. B. VA[illegible], Portland, Chairman
C. E. GA[illegible]
ROBERT W. SAWYER, Bend

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR 136a

Oct. 2, 1928.

Mr. H. Boyer
Ontario, Oregon

Dear Sir:

In the matter of progress being made on your contract # 1047, I find that that section around Hunter Hill has not yet been opened up. As this particular section is of heavy construction and comprises the difficult part of your work, it is very important that you get into it as soon as possible. I am at loss to understand why you have not covered this work two months ago. If this section is not completed this season, snow conditions will cause trouble here, as in the past, which condition is very desireable to be avoided.

You are therefore requested to get this section under way at once, and rush it thru to completion at the earliest time possible.

Yours truly,

C. W. Wanzer
Division Engineer

CWW:I
cc R. A. Klein
cc B. J. Crowley

July 28, 1928

Mr. L. C. Boyer,
Ontario, Oregon

Dear Sir:

We enclose herewith executed copy of contract no. 1047 recently awarded to you by the Highway Commission for the grading of the Ana Spring-Hunter Hill section of the Fremont Highway in Lake County. The approval of the attorney has been given.

This copy is for your records and files.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

RAK:S
Enc.

H. B. Glainyer
Chief Clerk

Form 30—29449—2 M—10-25.

PR 136a

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date July 28th, 1928

Job Name Ana Spring—Hunter Hill Sec

Week from July 19 to July 28 1928

Mail Address Lakeview Oregon

Highway Fremont

Telegraph or Telephone Address " "

County Lake Job Prefix 19PE

Express and Freight Address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

On July 19th Mr Craig partner of Henry C Boyer Contractor on this section arrived on the Job and began putting in a camp about Station 3870. at the Batchelder ranch.

July 25 some of the outfit 20 horses with equipt. teams arrived from Ontario. footsore after ten days on the road—

Contractor says he will employ local teams for grading &c

July 26— Mr. Boyer arrived but returned to Ontario next day.

Culvert pipe for this Jo b passed inspection by Mr Funkhouser for Beal Pipe and Tank Co's plant in Portland— Is understood this will be shipped in via LaPine and trucked from there to the Job—

Some little grading work was done on last two days of week but very little

Employed H Jorgensen July 26 as Chainman at $100 per mo—

(See back of this sheet for instructions and detailed information.)

Signed B S Crowley

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading on project 11.02

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 2

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

136-A

PR #136-A

July 20, 1926.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Herewith we are enclosing one copies of estimate as basis for project agreement covering the North Unit, Ana Spring-Hunter Hill Section, Oregon Project No. 136-A.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Norbert
Office Engineer.

Dict by J. W. Mitchell

Encls.

Oregon State Highway Department — Project No. 126 - A

NORTH UNIT, ASA SPRING-HUNTER HILL SECTION OF THE PIONEER HIGHWAY

IN LAKE COUNTY

(Estimate as basis for project agreement. Based on contract prices.)

Salem, Oreg. July 19, 1920.

All Required	Clearing and Grubbing		$ 125.00
40,400 cu.yds	Common Excavation	.24	10,290.00
1,500 cu.yds	Solid Rock Excavation	.95	1,425.00
		.25	900.00
18,000 yd.sta.	Overhaul	.04	644.00
450 lin.ft	12" Galv. Corr. Iron Pipe	1.40	1,365.00
800 lin.ft	18" Galv. Corr. Iron Pipe	2.55	2,550.00
400 lin.ft	24" Galv. Corr. Iron Pipe	3.40	
	Sub-total		$16,369.00
	10% Engr. & Cont.		1,650.00
	Total		$17,928.00

Length of Project 6.800 Miles
Length to be Graded 5.928 Miles

Cost per Mile, Grading $ 3,245.28

State Funds Available $6,772.82
Federal Aid Requested 11,167.58 (62.5 %)
$17,928.00

State Funds for Construction - Chapter 174, Laws 1917; Chapter 81, Laws 1920.
State Funds for Maintenance - Resolution August 17, 1917; Chapter 237, Laws 1917.

Form 1206-A

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

NO PR 136a
NOTED
State Highway Engineer

July 16th, 1923.

Mr. E. E. Kelty
Lake County Judge
Lakeview, Oregon

As your viewers report less damage to property on lower or Crowley line we will adopt it stop please procure right of way at once as contract was awarded on this location

C. W. Wanser
Division Engineer
State Highway Department

Chg State Highway Dept.

HWH:I
Enc.

H. W. Hackett
Div. Office Engineer

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

Form 1205-A

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

COPY

Lakeview Org July 14 1928 4:00 P.M.

C. W. Wanzer
Bend Org

Impossible to settle with Brattain our viewers report that lower or Crowley line does less damage to property so use your judgment

H. E. Kelly

COPY

HEH:I
Enc.

H. W. Hackett
Div. Office Engineer

FORM 2-C 8-5430 1M 1-27

COMMISSIONERS
H. B. VAN DUZER, Portland, Chairman
C. E. GATES, Medford
ROBERT W. SAWYER, Bend

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 136-A

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

July 7th, 1928.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention S. H. Probert.

Dear Sir:

Herewith Division Engineer's estimate of cost for Grading the Hunter Hill-Anna Spring Pass Section of the Fremont Highway in Lake County based on the quantities as called for in the proposal.

Very truly yours,

C. W. Wanzer
Division Engineer

By H. M. Hackett
H. M. Hackett
Div. Office Engineer

HMH:I
Enc.

136-A
107 C

DIVISION ENGINEER'S

ESTIMATE OF COST FOR GRADING

HUNTER HILL-ANNA SPRING PASS SECTION

OF

FREMONT HIGHWAY IN LAKE COUNTY.

Item No.	Item		Unit Price	Amount
1	Clearing and Grubbing	All required	--	800.00
2	Common Excavation	92,300 Cu. yds	0.30	27,690.00
3	Solid Rock Excavation	10,000 " "	1.25	12,500.00
4	Overhaul	28,000 Sta. "	.04	1,120.00
5	12 inch Corr. Iron Pipe	830 Lin. ft.	1.50	1,245.00
6	18 " " " "	1000 " "	2.50	2,500.00
7	24 " " " "	400 " "	4.00	1,600.00
		Total Estimated Cost		$47,455.00

PR 136a

County Court of Lake County
State of Oregon

LAKEVIEW, OREGON

NOTED
State Highway Engineer

June 21, 1928

Mr. C. W. Wanzer,
Division Engineer,
State Highway Commission,
Bend, Oregon.

Dear Sir:

In answer to your request, will state that the County Court has acquired all of the right of way on the Summer Lake project, and are ready for the Commission to proceed with the grading.

Yours truly,

Lake County Court,

By H. E. Kelly
County Judge.

HEK:A

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR 136a

Form 1201-A

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

The Dalles, Oregon NOTED
State Highway Engineer

H. E. Kelty
County Judge Lake County
Lakeview, Oregon

Based on your telegram saying right of way secured contract awarded to Boyer of Ontario on lower line stop However State is willing to adopt Burns line as outlined if you can make satisfactory settlement with Bratton advise me at Bend

C. W. Wanser

c w/p-1
Rark -

Attention Roy A. Klein

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encls.

Plotted X-sections were also sent.
SHP

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR 136-a

June 28, 1927.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 2900
Portland, Oregon.

Dear Sir:

We are enclosing herewith our preliminary estimate of cost for the North Unit of what we call the Ana Spring-Hunter Hill Section of the Fremont Highway, to which unit we have assigned federal aid project No. 136-A. Four blue print copies of the plans for this project were sent to you yesterday.

It is our plan to contract the grading of this unit along with the grading of the South Unit of the same section, which South Unit is federal aid project No. 107-C. The project is being so advertised, and the bids will be received on July 10.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encls.

Plotted X-sections were also sent.
SHP

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

Oregon State Highway Department

Project No. 155-B

NORTH UNIT, ANA SPRING-HUNTER HILL SECTION OF THE FREMONT HIGHWAY

IN LAKE COUNTY

(Estimate with Plans. Not as basis for Project Agreement.)

Salem, Oregon, June 28, 1926.

All Required	Clearing & Grubbing		$ 400.00
40,800 cu.yds	Common Excavation	.30	12,150.00
1,500 cu.yds	Solid Rock Excavation	1.25	1,875.00
18,000 yd.sta.	Overhaul	.04	720.00
460 lin.ft	12" Galv. Corr. Iron Culv. Pipe	1.50	690.00
500 lin.ft	18" " " " " "	2.50	1,250.00
400 lin.ft	24" " " " " "	4.00	1,600.00
	Sub-total		$ 18,686.00
	10% Engr. & Cont.		1,868.50
	Total		$ 20,554.50

Length of Project 6.80955 Miles
Length to be Graded 5.52845 Miles

Cost per mile, Graded $3,717.78

State Funds Available	$ 7,758.95
Federal Aid Requested	12,794.55
	$20,553.50

State Funds for Constr. Chapter 175, Laws 1917; Chapter 81, Laws 1920

" " " Maint. Resolution Aug. 17, 1917; Chapter 257, Laws 1917.

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

PR 1364

May 24, 1928.

Mr. R. A. Klein,

State Highway Department,

Salem, Oregon.

Dear Sir:

I enclose herewith copies of two telegrams received this week from Judge H.E. Kelty of Lake County, and copy of my reply to his second telegram.

Very truly yours,

Robert W. Sawyer

Robert W. Sawyer.

Form 1206-A

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

LAKEVIEW OREGON MAY 23 1928

JUDGE SAWYER

BEND OREGON

HAVE INSTITUTED EXTENSIVE PROCEEDINGS FOR RIGHT OF WAY THROUGH SUMMERLAKE

WANT ASSURANCE THAT PROJECT WILL BE ADVERTISED MAY 29TH

H E KELTY

definite assurance from the Lake County Court that the right of way is secured, so that there will be no question about the contractor beginning work.

Sincerely yours,

Robert W. Sawyer.

3-6861 500 10-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER

BEND, OREGON

May 24, 1928.

Judge H. E. Kelty,
Lakeview, Oregon.

Dear Judge Kelty:

I have your telegram of May 23, reading as follows: "Have instituted extensive proceedings for right of way through Summer Lake want assurance that project will be advertised May 29th."

As I wrote you on receipt of your previous wire, it is now too late to secure advertisement of this project at the May meeting. The project was about to be advertised when you advised me that you would not have funds with which to secure this right of way and asked that one of the forest sections be put on instead.

As I have already written you, there should be no difficulty about advertising the Summer Lake section at the June meeting but the commission should have at that time the definite assurance from the Lake County Court that the right of way is secured, so that there will be no question about the contractor beginning work.

Sincerely yours,

Robert W. Sawyer.

ESTIMATE OF COST

PROPOSED ANA SPRING-HUNTER HILL SECTION

(Station 4120 to 3403)

FREMONT HIGHWAY - LAKE COUNTY

Length 13.6 Miles (Including 2.5 Miles Constructed).

All Required	Clearing and Grubbing		$ 800.00
81,000 cu.yds	Common Excavation	$ .25	20,250.00
6,500 cu.yds	Intermediate Excavation	.55	3,575.00
10,250 cu.yds	Solid Rock Excavation	1.25	12,812.50
27,000 yd.sta.	Overhaul	.04	1,080.00
870 lin.ft	12" Pipe	1.50	1,305.00
1,010 lin.ft	18" Pipe	2.50	2,525.00
420 lin.ft	24" Pipe	4.00	1,680.00
			$44,027.50
	15% Engr. & Cont.		6,604.12
			$50,631.62

This estimate was made up in the Salem Office from C. W. Wanzer's estimate of January 21, 1928, for the Hunter Hill-Picture Rock Pass Section, using same unit prices but correcting quantities to correspond with B. J. Crowley's revision of C. R. Burns' location.

Salem, Oregon,

May 8, 1928.

8-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

May 21, 1928.

RECEIVED
MAY 22 1928
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,

State Highway Commission,

Salem, Oregon.

Dear Sir:-

The Lake County court now advises me that proceedings for the Summer Lake right of way have been undertaken. The court asks that the Hunters Hill-Picture Rock Pass section be let in May. I have advised Judge Kelty that it is now too late to let this project in May but that it will be put on for the June meeting.

Very truly yours,

Robert W. Sawyer

Robert W. Sawyer.

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

May 7, 1928.

Mr. Roy A. Klein,

State House,

Salem, Oregon.

Dear Sir:-

I enclose herewith telegram from Judge Kelty about which I have just telephoned to you, and copy of my reply.

Very truly yours,

Robert W. Sawyer

Robert W. Sawyer.

Form 1206-A

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	X	DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 7, 1928

Judge H. E. Kelty

Lakeview,Oregon

Can probably make arrangement you desire but preliminaries to be worked out will make it impossible to let job at next meeting stop can arrange this for June meeting stop will explain in detail when I see you next week.

Robert W. Sawyer.

Very truly yours,

Robert W Sawyer

Robert W. Sawyer.

FWS OJ

Form 1917-A

SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

9PR _ 54 NL 4 EX

LAKEVIEW ORG MAY 5 1928

COPY

ROBERT SAWYER

BEND ORG

IMPOSSIBLE FOR LAKE COUNTY TO FINANCE RIGHT OF WAY ON SUMMER LAKE COST PROHIBITIVE WANT SAME AMOUNT SPENT ON SECTION THROUGH FOREST WITHIN LAKE COUNTY ASKING YOU TO TAKE THIS UP WITH THE COMMISSION AND TO GET IT PUT ON AT THE NEXT SESSION PLEASE REPORT AS SOON AS POSSIBLE

LAKE COUNTY COURT, PER H E KELTY

920A May 6

Very truly yours,

Robert W Sawyer

Robert W. Sawyer.

FMS OJ

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER

BEND, OREGON

April 26, 1928.

RECEIVED
APR 27 1928
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Commission,
Salem, Oregon.

Dear Sir:-

I have just asked Judge De Armond about the $15,000 from Deschutes County for the Fremont Highway. He tells me that because of the shortage of funds caused in part by the bank closing he would expect to take the right-of-way costs from the $15,000 available. This should not amount to very much in this county, but because of this fact and because of the Klamath situation I suppose it would be better to delay letting this section for grading until the two counties know definitely what their right-of-way costs will be.

I shall ask Mr. Wanzer to get the crews to speed this up as much as possible.

Very truly yours,

Robert W Sawyer

Robert W. Sawyer.

FMS OJ

April 10, 1928.

Hon. Fred R. Coldard,
County Judge,
Klamath Falls, Oregon.

Dear Sir:

The Highway Commission are considering placing under contract the grading of a section of the Fremont Highway between the junction with the Dalles-California Highway near Lapine and the west boundary of the Fremont National Forest, a distance of 12.1 miles, of which 9.8 miles are in Klamath County.

When this project was previously up for consideration, Deschutes County pledged $15,000 remaining from a previous bond issue as their contribution on the project and Judge Kelty of Lake County stated that Klamath County had approximately $7,400 remaining from an old bond issue which they would place on this project. It is the writer's remembrance that at the same meeting you confirmed this amount. In order to have the definite figures available when this project comes up for further consideration, will you please advise the amount Klamath County has available and will put into this project so that a definite understanding may be had?

The grading of this project only is being considered at this time with an estimated total cost of $80,000 of which $63,000 would be in Klamath County.

In February of this year, the Highway Commission made an agreement with the Forest Service and the Bureau of Public Roads to include in the 1928 forest program the grading of the 6.5 mile unit from the west forest boundary to the Klamath-Lake County line. This is estimated to cost about $49,000 and is to be financed entirely by Government forest funds. It is expected that work will be commenced on this in the near future, hence it would be desirable, in order to have a continuous road, to open up the section from the west forest boundary to Lapine.

Would be pleased to hear from you prior to the next meeting of the Commission on April 20.

Very truly yours,

State Highway Engineer.

RAR:HI

19-1

April 3, 1928.

County Court of Lake County,
Lakeview, Oregon.

Attention Judge Kelly

Gentlemen:

Receipt is acknowledged of your telegram dated March 26, 1928, reading as follows: "County Court has acquired all of right of way through Summer Lake section except through one farm which we will condemn if necessary. We also guarantee right of way of Fremont section. Want both sections advertised this meeting."

This matter was presented to the Highway Commission at their meeting on March 27th and I am instructed to advise you that due to the shortage of funds at the present time and the uncertainty of future finances caused by the proposed initiative $3.00 license fee measure, the Commission are unable to take up the Summer Lake project at the present time. However, since this is on the Federal Aid system, Federal Aid to the extent of sixty per cent can be secured from the Government, and if Lake County finds itself in a position to advance the funds necessary to take up the balance on this project, it is probable that the project could be undertaken on that basis during the present season. This is submitted for your consideration, but the Commission do not urge that you do it if you have other plans for your present available funds.

For your information, at the last meeting the Highway Commission, by agreement with the Forest Service, placed on the 1928 forest road program the grading of the 6.5 mile unit of the Fremont Highway from the West Forest Boundary to the Klamath-Lake County line. This is estimated to cost $49,000, all of which is Government money.

At the present time the Commission have in mind to place under construction a Federal Aid project on the Fremont Highway between The Dalles-California Highway and the West Forest Boundary, a distance of 12.1 miles. This will be financed by Federal Aid to the extent of sixty per cent and cooperation from Deschutes County and Klamath County from old bond issues to take up the balance.

You will appreciate that these two projects will make a material start on the north end of the Fremont Highway.

At the last meeting, the Commission authorized a surfacing contract on the Klamath Falls-Lakeview Highway in Klamath County covering

CIFIC TELEGRAM

County Court of Lake County -- 2. 4-3-26

the Bentty-Bly Section which is now graded, and the Devil's Garden Section between Bly and the West Forest Boundary near the Lake County line as soon as the grading is completed. This is a large project and will probably take two seasons, but in any event we hope to have enough rock on by next winter so that travel can pass without interruption.

The next meeting of the Highway Commission will be held on April 20th, and if you care to consider the matter of advancing funds for the Summer Lake Section, would be pleased to have your reply in advance of that date so that I may present the matter to the Commission at that time.

Very truly yours,

State Highway Engineer.

RAHHI

cc Judge E. W. Sawyer

ACIFIC TELEGRAM

BELL SYSTEM TELEGRAPH CO.

THE PACIFIC TELEPHONE AND TELEGRAPH CO. BELL SYSTEM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L.	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N. L.

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM.
OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT
4-13

41 pd 4 extra

Lakeview Ore 635 pm
3-26-25

Roy Klein

State Highway Engineer, Salem

County Court has acquired all of right of way through Summer Lake section except through one farm which we will condemn if necessary We also guarantee right of way of Fremont section. Want both sections advertised this meeting

By H E Kelly. Lake County Court. 750 pm

CONTRACT #1049,

PR 101 B Bridge over Deschutes River 1928
at Maupin

1049

#1049

PR 101B

April 6, 1931.

Continental Casualty Company,
215 American Bank Building,
Portland, Oregon.

Attention: Parker H. Lyman

Gentlemen:

Receipt is acknowledged of your letter of April 1st with further reference to the Kuckenberg-Hittman Company, Inc. contract for the construction of a bridge over the Deschutes River at Maupin.

Please be advised that the total amount paid to the above contractors in connection with this work was $91,857.14. The amounts of $457.68 for force account work and $460.08 which was a special adjustment were included in the total amount paid. The special adjustment in amount $460.08 was paid on account of an underrun in the weight of steel used.

For your further information we are handing you herewith a list of claims which have been filed against this contract. We have never been advised of any of these claims having been paid.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1049

E. G. TIMME
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

O. A. LYMAN
MANAGER

LYMAN INSURANCE AGENCY
GENERAL AGENTS AND ADJUSTERS FOR OREGON
213-14-15 AMERICAN BANK BLDG.
PORTLAND, OREGON

April 1, 1931.

Oregon State Highway Commission
Salem, Oregon

Attention: H.B.Glaisyer

Re: Bond #1831 - SD3658
Kuckenberg-Wittman Co.

Gentlemen:

On February 26, 1931 you advised us, as surety on the above bond, that Kuckenberg-Wittman would receive a final settlement from the State for work done on this contract on or after March 7. You also advised us the total amount to be paid to the contractor in connection with this work to be $91,357.15 which would include the final payment. Of this amount $437.69 was for force account work. Kuckenberg-Wittman Co. advised us that in addition to the force account work there was a special adjustment amounting to $480.08. I would appreciate your advising us if this amount is correct in order that we may arrive at the proper premium charge on this bond.

You also advised us that the State has been advised of many claims against this contract. We seem to have been advised of only one claim - that of the Oregon Trunk Railway Co. We would very much appreciate receiving your advices as to any other claims against this contract as well as the amount of said claims.

Very truly yours

CONTINENTAL CASUALTY COMPANY

BY Parker H. Lyman
PARKER H. LYMAN

PHL HM

Total - 1 $91,357.14
Special adjustment $480.08

1-1-2K

#1041

PR 101B

April 3, 1930

Carey & Kerr,
Attorneys
1410 Yeon Building
Portland, Oregon

Gentlemen:

Your letter of the 27th ultimo addressed to Hon. Hal E. Hoss, Secretary of State, in which you request a certified copy of the contract awarded by the State Highway Commission to Buckenberg-Williams Company for the construction of a bridge over the Deschutes River at Sherman, Oregon has been referred to this department.

Complying with your request a certified copy of the above contract is being sent to you under this cover.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

April 8, 1930

Mr. Hal E. Hoss
Secretary of State
B u i l d i n g

Attention: Edith Libby

Dear Sir:

This acknowledges receipt of your letter of the 31st ultimo in which you enclose a letter from Carey & Kerr, Attorneys, of Portland, together with a verified claim of the Oregon Trunk Railway requesting a certified copy of the contract and bond covering the contract awarded to Hochenberg-Wittman Company for the construction of a bridge over the Deschutes River at Maupin, Oregon.

In conformance with the request of the above mentioned attorneys we are preparing a certified copy of this contract for transmittal to them.

Very truly yours

Roy A. Klein
State Highway Engineer

By

RHG:S H. H. Glaiger

HAL E. Hoss
Secretary of State

C. N. Lauderdale
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 31, 1930

RECEIVED
APR 1 - 1930
STATE OREGON
HIGHWAY COMM.

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

We are enclosing herewith a letter from Carey & Kerr, Attorneys, Portland, Oregon, together with verified claim of Oregon Trunk Railway, requesting certified copy of the contract and bond, covering contract with Kuckenberg-Wittman Company for the construction of a highway bridge at Maupin, Oregon.

The original notice of claim by Oregon Trunk Railway for the cost of crane unloading bridge steel in the sum of $87.38 against the bond taken from Kuckenberg-Wittman Company, principal and Continental Casualty Company, surety for the work of building the Maupin Highway Bridge at Maupin, Oregon, was filed in this office December 12, 1929 and certified copies of the same were forwarded to you on that date, file No. 806.

Kindly acknowledge receipt of the enclosed letter and claim and oblige.

ANSWERED
H. B. G.

Yours very truly,

HAL E. HOSS,

Secretary of State,

By Edith Libby

L

Charles H. Carey
Counsel
James B. Kerr
Charles A. Hart
Omar C. Spencer
Charles E. McCulloch

Fletcher Rockwood
Ivan F. Phipps

Carey & Kerr
Law Offices
1410 Yeon Building

Portland, Oregon

March 27, 1930.

Honorable Hal E. Hoss,
Secretary of State,
Salem, Oregon.

RECEIVED
APR 1 - 1930
OREGON
STATE HIGHWAY

Dear Sir:

On December 11, 1929, Oregon Trunk Railway filed with you its claim in the sum of $87.38 against Kuckenberg-Wittman Company, in connection with the contract of that Company for the construction of a highway bridge at Maupin.

We now send you verified claim of Oregon Trunk Railway as required by Section 6719 O. L., and request that you send us a certified copy of the contract and bond as provided for in that Section.

Yours truly,
Carey & Kerr

PC:GK
Enclosure

RECEIVED
MAR 28 1930
HAL E. HOSS

ANSWERED
H. B. G.

Portland, Oregon,
March 27, 1930.

Honorable Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Oregon Trunk Railway, a corporation, hereby files its claim with you in the sum of $87.38 against Kuckenberg-Wittman Company, as principal, and Continental Casualty Company, as surety, for the costs of unloading bridge steel at Maupin, Oregon, during December, 1928.

OREGON TRUNK RAILWAY

By W. H. Marsh
Secretary.

* * * *

STATE OF OREGON)
) ss
County of Multnomah)

I, W. H. MARSH, being first duly sworn, depose and say: That I am Secretary of OREGON TRUNK RAILWAY; that the foregoing claim against Kuckenberg-Wittman Company is based upon labor done and material supplied in connection with the unloading of bridge material at Maupin, Oregon, in December, 1928, said material being used in the construction of a highway bridge under the provisions of the contract between said Kuckenberg-Wittman Company and the State of Oregon.

W. H. Marsh

Subscribed and sworn to before me this 27th day of March, 1930.

Phil Chipman
Notary Public for Oregon
My Commission Expires Aug. 28, 1931

RECEIVED
MAR 28 1930

APR 1 - 1930
OREGON

Spokane, Portland and Seattle Railway

#1049
Bd. Co.
PP. 161B

December 13, 1929

Continental Casualty Company
James M. Wood & Co., Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

In response to the request of the Secretary of State, we are handing you herewith a copy of a notice that has been filed in his office by the Spokane, Portland and Seattle Railway Company being their notice of claim in the sum of $18.87 against Ruckenberg-Wittman Company for labor and material furnished in restoring wires for this company in connection with their contract for the construction of the Umpqua highway bridge, at Umpqua, Oregon.

This information is furnished you as you appear as surety on the bond furnished by Ruckenberg-Wittman Company in this instance.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Claiayer
Chief Clerk

HBC:MW
cc Ruckenberg-Wittman Co.
826 Board of Trade Bldg.
Portland, Oregon

FORM 1804

...ne, Portland and Seattle Railway Company

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
GALES CREEK & WILSON RIVER RAILROAD COMPANY
UNITED RAILWAYS COMPANY

ROBT. CROSBIE,
COMPTROLLER

ACCOUNTING DEPARTMENT

271 STARK STREET
PORTLAND, OREGON

RECEIVED
DEC 12 1929
GOVERNOR'S OFFICE

FILE No. 04M 255-07

December 11, 1929.

Mr. Hal E. Hoss,
Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

In connection with contract between State of Oregon and Kuckenberg-Wittman Company covering construction of highway bridge at Maupin, the Oregon Trunk Railway performed service for contractors unloading material amounting to $87.59 and the Spokane, Portland and Seattle Railway Company performed service amounting to $18.87 moving wires.

Neither of these charges have been paid despite our continued efforts to effect collection. Pursuant to Chapter 19 of the 1920 Oregon Laws, Section 2991, the respective corporations named above file herewith claim against the contractors and Continental Casualty Company for settlement prior to payment of balance due contractors from the State of Oregon.

If final settlement has not been made wish you would file attached notices as liens against any moneys due Kuckenberg-Wittman Company.

Very truly yours,

(Signed) ROBT. CROSBIE

Comptroller.

cc Mr. C. B. McCullough, Bridge Engineer,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
H. R. GLAISYER

NOTED
H. R. GLAISYER

RECEIVED
DEC 12 1929

To Mr. Hal E. Hoss,
Secretary of State,
State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Oregon Trunk Railway, has a claim for cost of crane unloading bridge steel during the month of December, 1928, in the sum of EIGHTY-SEVEN & 38/100 DOLLARS ($87.38) against the bond taken from Knokenberg-Wittman Company as principal and Continental Casualty Company as surety for the work of building the Maupin highway bridge at Maupin, Oregon.

Dated at Portland, Oregon, December 11, 1929.

OREGON TRUNK RAILWAY

By (Signed) ROBT. CROSBIE
Comptroller.

NOTED
H. H. GLAISYER

#1049
Bus. Cr
PR101B

December 13, 1929

Continental Casualty Company
James McI. Wood & Co., Agent
Board of Trade Building
Portland, Oregon

Gentlemen:

At the request of the Secretary of State, we are sending to you herewith a copy of a notice of claim that has been filed in his office by the Oregon Trunk Railway, it being their claim against Ruckenberg-Wittman Company for the cost of crane unloading bridge steel in the sum of $37.38 in connection with Ruckenberg-Wittman Company contract for the construction of the highway bridge at Maupin, Oregon.

This information is given you as you appear as surety on the bond furnished by Ruckenberg-Wittman Company in this instance.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Gleisyer
Chief Clerk

HBG:EF
cc Ruckenberg-Wittman Co.
226 Board of Trade Bldg.
Portland, Oregon

December 13, 1929

Mr. Hal E. Hoss
Secretary of State
Building

Attention: Edith Libby.

Dear Sir:

This acknowledges receipt of your letter of the 12th inst. enclosing three copies of a notice of claim of the Oregon Trunk Railway against Kuckenberg-Wittman Company, being for cost of cranes unloading bridge steel in connection with their contract for the construction of the bridge at Maupin, Oregon.

Copies of this notice have been forwarded to Kuckenberg-Wittman Company and the surety company.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 13 1929
STATE OF OREGON
HIGHWAY COMMISSION

December 12, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date, a notice of claim by Oregon Trunk Railway for cost of crane unloading bridge steel in the sum of $87.38 against the bond taken from Kuckenberg-Wittman Company, principal, and Continental Casualty Company, surety, for the work of building the Maupin highway bridge at Maupin, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies, and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

United States of America

STATE OF OREGON

To Mr. Hal E. Hoss,
Secretary of State,
State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Oregon Trunk Railway, has a claim for cost of crane unloading bridge steel during the month of December, 1928, in the sum of EIGHTY-SEVEN & 38/100 DOLLARS ($87.38) against the bond taken from Kuckenberg-Wittman Company as principal and Continental Casualty Company as surety for the work of building the Maupin highway bridge at Maupin, Oregon.

Dated at Portland, Oregon, December 11, 1929.

OREGON TRUNK RAILWAY

By ROBT. CROSBIE
Comptroller.

ENDORSED:
File No. 606
Filed December 12, 1929, HAL E. HOSS, Secretary of State.

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Oregon Trunk Railway for the cost of crane unloading bridge steel in the sum of $87.38 against the bond taken from Kuckenberg-Wittman Company, as principal, and Continental Casualty Company, as surety, for the work of building the Maupin Highway bridge at Maupin, Oregon, with the original notice of claim filed in the office of the Secretary of State on December 12, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of December, A. D. 1929.

Hal E Hoss

Secretary of State

#1049

D 20.Cr

PR101B

December 13, 1929

Mr. Hal E. Hoss
Secretary of State
Building

Attention Edith Libby.

Dear Sir:

This acknowledges receipt of your letter of the 12th inst. in which you enclose three copies of a notice that has been filed in your office by the Spokane, Portland and Seattle Railway Company against the Ruckenberg-Wittman Company being in the sum of $18.57 for labor furnished the Ruckenberg-Wittman Company in connection with their contract for the construction of the highway bridge at Kemplin, Oregon.

We are forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:EF

HAL E. Hoss
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 12, 1929

RECEIVED
DEC 13 1929
OREGON

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received and filed as of this date, a notice of claim by Spokane, Portland and Seattle Railway Company for labor furnished in the sum of $18.87 against the bond taken from Kuckenberg-Wittman Company, as principal, and Continental Casualty Company, as surety, for the work of building the Maupin highway bridge at Maupin, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L

To Mr. Hal E. Hoss,
Secretary of State,
State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Spokane, Portland and Seattle Railway Company, has a claim for labor and material furnished restoring wires at Maupin highway bridge in the sum of EIGHTEEN AND 87/100 DOLLARS ($18.87) against the bond taken from Kuckenberg-Wittman Company as principal and Continental Casualty Company as surety for the work of building the Maupin highway bridge at Maupin, Oregon.

Dated at Portland, Oregon, December 11, 1929.

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

By ROBT. CROSBIE
Comptroller

ENDORSED:
File No. 805.
Filed December 12, 1929, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Spokane, Portland and Seattle Railway Company for labor and material furnished in the sum of $18.87 against the bond taken from Kuckenberg-Wittman Company, as principal, and Continental Casualty Company as surety, for the work of building the Maupin highway bridge at Maupin, Oregon, with the original notice of claim filed in the office of the Secretary of State on December 12, 1929, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of December, A. D. 1929.

Hal E Hoss

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Spokane, Portland and Seattle Railway Company for labor and material furnished in the sum of $18.87 against the bond taken from Kuckenberg-Wittman Company, as principal, and Continental Casualty Company as surety, for the work of building the Maupin highway bridge at Maupin, Oregon, with the original notice of claim filed in the office of the Secretary of State on December 12, 1929, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of December, A. D. 1929.

Hal E Hoss

Secretary of State

#1049
Moore Co.

PR 101 B

September 26, 1929.

Continental Casualty Company,
James McI. Wood & Company, Agents,
Railway Exchange Building,
Portland, Oregon.

Gentlemen:

Replying to your letter of the 24th inst., with reference to the contract awarded Kuckenberg-Wittman Co., covering construction of bridge over the Deschutes River at Maupin, wish to say as stated to you previously, this project is completed with the exception of some clean up work which should take only a short time if the contractors would get busy at it. Final payment will not be made to the contractor until this work is done. We are withholding the sum of approximately $1000.00 on this contract which will be paid as soon as the above mentioned work has been completed to the satisfaction of this department.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
H. B. Glaisyer,
Chief Clerk.

HBG:MK

#1049

H. A. BEHRENS
PRESIDENT

E. G. TIMME
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

JAS. McI. WOOD
O. A. LYMAN
L. A. WEST, JR.
TELEPHONE BROADWAY 6757

JAMES McI. WOOD & COMPANY
GENERAL AGENTS AND ADJUSTERS
FOR OREGON
RAILWAY EXCHANGE
PORTLAND, OREGON

September 24,1929

Mr. Roy A.Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

May we refer you to our letter of July 26th with which we forwarded to you status report in connection with contract of Kuckenberg-Wittman Co., covering contract of Highway bridge at Maupin, Oregon.

If the contract has been satisfactorily completed we would appreciate very much the completion of the report by you and its return.

Very truly yours,

JAS. McI. WOOD & CO.;

By Lowery

LAW:MF

Just a friendly letter for some cleaning up. We are holding $1,000.00. Do not know when final will be paid.

RECEIVED
SEP 25 1929
OREGON

ANSWERED
4 B

#1049
Monco
PR101B

September 21, 1929.

R. G. Dun & Co.,
Morgan Bldg.,
Portland, Ore.

Attention - Geo. F. Hopkins, Jr.

Gentlemen:

In response to your request of the 20th inst., we are mailing to you herewith a certified copy of the contract awarded Kuckenberg and Wittman Co., for the construction of the bridge over the Deschutes River at Maupin, Oregon.

Very truly yours,

ROY A. KLELL,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

HBG-ECH

#7049
Wnock

PR101B

September 25, 1929

Continental Casualty Company
James Mal Kemp & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State, we are mailing to you herewith certified copy of the claim of Helser Machine and Marine Works against Kuckenberg & Wittman Company, the original of which has been filed in the office of the Secretary of State. This claim as you will note is a claim for labor and material furnished Kuckenberg & Wittman Company in the sum of $138.15 same being used in the construction of a bridge for the State Highway Commission over the Depoe Bay River at Newport.

This notice is sent you, as you appear as surety on the bond furnished by Kuckenberg & Wittman Company in this instance.

Very truly yours,

NOT A KLEIN,
State Highway Engineer.

By

H. B. Claisyer,
Chief Clerk.

HBC:MK

September 23, 1929

Continental Casualty Company
James McI Wood & Company, Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

At the request of the Secretary of State, we are mailing to you herewith certified copy of the claim of Kaiser Machine and Marine Works against Knckenberg & Wittman Company, the original of which has been filed in the office of the Secretary of State. This claim as you will note is a claim for labor and material furnished Knckenberg & Wittman Company in the sum of $135.15 same being used in the construction of a bridge for the State Highway Commission over the Deschutes River at Maupin.

This notice is sent you, as you appear as surety on the bond furnished by Knckenberg & Wittman Company in this instance.

Very truly yours,

ROY A KLEIN,
State Highway Engineer.

By
H. B. Claisyer,
Chief Clerk.

HBC:MK

September 23, 1929

September 23, 1929

Mr. Hal E. Hoss,
Secretary of State,
Building.

Attention: Miss Edith Libby.

Dear Sir:

This acknowledges receipt of your letter of the 21 inst., in which you enclose three certified copies of the notice of claim that has been filed in your office by the Nelser Machine and Marine Works of Portland. This claim being in the sum of $133.15 against Knckenberg & Wittmen Company for labor and material furnished this company for use in the construction of a bridge over the Deschutes River at Maupin, Oregon.

We are today sending a copy of this notice to the contractor and the surety on the bond, we are also sending the Knckenberg & Wittmen Co. a certified copy of the contract.

Very truly yours,

ROY A KLEIN,
State Highway Engineer.

By

H. H. Claisyer,
Chief Clerk.

HHC:MK

...ROSS
Secretary of State

C. N. LAUGHLIN
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

September 21, 1929

State Highway Commission,

Salem, Oregon.

Gentlemen: (Attention of Mr. H. B. Glaisyer, Chief Clerk)

This is to advise that we received from R. G. Dun & Co, Portland, Oregon, and filed as of this date, a notice of claim by Helser Machine and Marine Works, for labor and materials furnished in the sum of $133.15 against Kuckenberg & Wittman Co. for use in construction of a bridge over the Deschutes River at Maupin, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

We are also enclosing a copy of the letter from R. G. Dun & Co. requesting that a certified copy of the contract and bond covering the above work, be forwarded to Helser Machine & Marine Works.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS,

Secretary of State.

By Edith Libby

L ANSWERED H. B. G.

COPY

THE MERCANTILE AGENCY

R. G. DUN & CO.

Collection Department — Portland, Oregon.

Sept. 20, 1929

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

On behalf of our patron, the Helser Machine & Marine Works, of Portland, Oregon, we are enclosing herewith original affidavit executed by H. C. Forsbert, president of the Helser Machine and Marine Works. This affidavit is directed to you in accordance with the provisions of Section #2991 of the Oregon Laws.

We ask that you furnish the Helser Machine & Marine Works a certified copy of the contract entered into between the Oregon State Highway Commission and Kuckenberg & Wittman Co., together with copy of bond furnished by said Kuckenberg & Wittman Co. in connection with the aforementioned contract.

Whatever charges there are for furnishing certified copies of contract and bond will be taken care of if you will let us have your bill.

Yours very truly,
R. G. Dun & Co.
Per:
GEO. F. HOPKINS, JR.

FCH:MC

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.:

I, H. C. Forsberg, being first duly sworn, upon my oath, depose and say; that I am president of the Helser Machine & Marine Works, an Oregon corporation; that between February 1st, 1929, and March 10th, 1929, the Helser Machine & Marine Works altered and remade certain forms and made latches for said forms which said forms had been made at the special instance and request of Kuckenberg & Wittman Co. for use in pouring concrete for the railing of a bridge under construction by the Oregon State Highway Commission over the Deschutes River at Maupin, Oregon. Said forms were altered and remade especially for the construction of the said bridge above mentioned and were delivered to the said Kuckenberg & Wittman Co. on or about March 10th, 1929; the said altered and remade forms were used by said Kuckenberg & Wittman Co. in the construction of the aforementioned bridge.

That the material and labor used in altering and remaking said forms were charged to Kuckenberg & Wittman Co. at the reasonable sum of $133.15, no part of which sum has been paid by said Kuckenberg & Wittman Co. to the Helser Machine & Marine Works.

H. C. FORSBERG

Subscribed and sworn to before me on this 19th day of Sept. 1929

E. J. MENDENHALL
Notary Public for Oregon
My commission expires Sept. 29, 1931

(SEAL)

ENDORSED:
File No. 794
Filed September 21, 1929, HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Halser Machine & Marine Works, for labor and material furnished in the sum of $133.15 against Kuckenberg & Wittman Co., for use in the construction of a bridge over the Deschutes River at Maupin, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 21, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of September, A. D. 1929.

Hal E Hoss

Secretary of State

Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Halser Machine & Marine Works, for labor and material furnished in the sum of $133.15 against Kuckenberg & Wittman Co., for use in the construction of a bridge over the Deschutes River at Maupin, Oregon, with the original notice of claim filed in the office of the Secretary of State on September 21, 1929 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of September, A. D. 1929.

Hal E Hoss

Secretary of State

#1049
Wood Co

PR 1-1B

September 19, 1929

Mr. John Donaldson,

Maupin, Ore.

Dear Sir:

This acknowledges receipt of your letter of the 16th inst., advising us of your claim against Kuckenberg & Wittmen for labor and team hire in connection with their contract for the construction of a bridge over the Des Chutes River at Maupin.

In connection with this contract Kuckenberg & Wittmen Co., were required to furnish a surety bond for the protection of labor and material claims against the project. This bond was written by the Continental Casualty Co., for whom James McI. Wood & Co., are local agents, with offices in the Board of Trade Bldg., Portland, Ore.

We would suggest that you file notice of your claim with this bonding company. It may be possible for you to secure satisfaction by so doing. In the event you do not secure satisfaction through the bonding company, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in accordance with the provisions of Section 2981, of the Oregon law, a mimeograph copy of which we enclose for your information.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaiger,
Chief Clerk.

HBG-ECH.

5044

Maupin, Oregon.
Sept. 16, 1929.

State Highway Department,
Salem, Oregon.

RECEIVED
SEP 19 1929
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:

I am writing you in regard to an agreement about wedges on the State Highway bridge at Maupin.

Kuckenberg Wittman Co. agreed to pay my son with a team $7.00 per day. When it came to a settlement he refused to pay the $7.00 per day and paid $6.00 per day instead.

I have been advised to report this matter to you in the hope that you will straighten it out.

He worked the following time; July 19,22,23,24,25,26,27,29,30,31 and August 1,2,3, or 13 days.

We figured that there was a balance of $13.00 due him. Mr. Wittman said the work was satisfactory.

Thanking you in anticipation.

Yours Truly,

John Donaldson

ANSWERED
H. B. G.

September 19, 1929.

Continental Casualty Company,
Mr. James McI. Wood,
Board of Trade Bldg.,
Portland, Ore.

Gentlemen:

We hand you herewith a copy of a letter we have today received from John Donaldson, Memphis, concerning his claim in the sum of $15.00, against the Ruckenberg & Wittmen Company for labor and team hire in connection with the construction of the Memphis bridge, a contract for which was awarded to Ruckenberg & Wittmen Company, being a State Highway contract # 1048.

Very truly yours,

REX A. KLEIN,
State Highway Engineer.

By

M. B. Glatmyer,
Chief Clerk.

HDC-MCH.

C C to Ruckenberg & Wittmen Co.

#1349

PR 101 B

September 14, 1929

R. G. Dunn & Company
Portland, Oregon

Attention: Mr. George F. Hopkins

Gentlemen:

Replying to your letter of the 13th instant concerning the contract of Kuckenberg & Wittman for the construction of the bridge over the Deschutes River at Maupin will say that this job has not been completed as yet and therefore final payment has not yet been made. There is still owing to Kuckenberg & Wittman the sum slightly in excess of $2800.00. It is expected that this work will be done within the next week or two as there is, according to the latest information, only some clearing up work yet to do.

In connection with all state highway contracts the successful bidder is required to furnish the State a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. Such a bond was furnished by Kuckenberg & Wittman and is offered for the protection of creditors against this company and against this particular work. This bond was written by the Continental Casualty Company, for whom James Mac I. Wood is the local agent, with offices in the Board of Trade Building, Portland, Oregon. The bond furnished is in the sum of $30,000.00.

In accordance with the provisions of Section 2391 of the Oregon Laws, in order to hold the bonding company liable after the expiration of the period of one year from the date of completion of the contract it is necessary to file notice of the claim with theSecretary of State.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

S

The Mercantile Agency
R. G. Dun & Co.

COLLECTION DEPARTMENT

PORTLAND, ORE.,

Sept. 13, 1929

State Highway Commission,
Salem, Oregon.

Gentlemen: RE: Kuckenberg & Wittman Co.

We understand that Kuckenberg & Wittman have a sub-contract with the State Highway Commission regarding the construction of a bridge at Maupin, Oregon. The firm of Kuckenberg & Wittman has secured credit from a number of large Portland firms and has ignored all of their requests for payment.

We ask that you kindly let us know approximately when Kuckenberg & Wittman will complete their work on the bridge and what procedure will be necessary for our patrons to secure their money before Kuckenberg and Wittman are paid for their work by your Commission.

Thanking you for this information, we are,

Yours very truly,
R. G. Dun & Co.
Per: Geo. F. Hopkins Jr

GFH:MC

Pd to date $5,147.05
Retained - $ 2545.50
Contract #1049 - [illegible]
at Maupin.
Do not know.

ANSWERED
H. B. G.

#1049

PR 101B

STATE OF OREGON

STATE HIGHWAY COMMISSION

September 14, 1928

Tum-A-Lum Lumber Company
Walla Walla, Washington

Attention: A. E. Chambers

Gentlemen:

Replying to your letter of the 9th instant concerning your claim against Kuckenberg-Pittman in the sum of $85.40 for materials furnished them in connection with their contract for the construction of a bridge over the Deschutes River in Maupin, Oregon, wish to say that final payment has not yet been made for this work and there is yet one and payable a sum in excess of $2800.00.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

#1049

MILLS IN WASHINGTON & OREGON

GENERAL OFFICE

TUM-A-LUM LUMBER COMPANY

INCORPORATED

Walla Walla, Wash.

September 9, 1929

RECEIVED
SEP 10 1929

Oregon State Highway Commission
Salem, Ore.

Gentlemen:

We have an account of $95.45 against Kuckenberg & Wittman which represents purchases made for a bridge near our Maupin, OregonYard. We were wondering if a settlement had been made on this particular job as this account has been running since May.

Thanking you for an early reply, we are

Yours very truly,

Credit Department
TUM-A-LUM LUMBER CO.
By A. E. Chambers

AEC:GE

Paid to date $85,147.05
Returned - #2845.80

ANSWERED
H. B. G.

#1044
Woven Cr

PR 1013

August 1, 1928

Continental Casualty Co.,
James Mc I Wood Company, agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received a notice from H. P. Fuller & Co., Portland, to the effect that Kuckenberg-Wittman Company are indebted to them in the sum of $220.01 for materials furnished in connection with their contract for the construction of a bridge over the Deschutes River on The Dalles-California Highway at Maupin.

This notice is given you as you appear as surety on the bond furnished by Kuckenberg-Wittman Company in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc Kuckenberg Wittman Co.,
226 Board of Trade Bldg.,
Portland, Ore.

August 1, 1929

W. P. Fuller & Co.,
Portland, Oregon.

Gentlemen:

Replying to your inquiry of the 24th instant concerning a contract awarded to Kuckenberg & Wittman Company for the construction of the bridge over the Deschutes River at Maupin will say that this job is now practically complete with the exception of some clean up work which will probably take about two weeks. Final payment will not be made on this job until after the clean up work has been done and it is not likely that the warrant covering final payment will be mailed for about a month.

The retained percentage in connection with this work far exceeds the amount of your claim.

The surety on the bond furnished by Kuckenberg & Wittman Company in this instance is the Continental Casualty Company, for whom James Mc I Wood Company are agents, with offices in the Board of Trade Building, Portland.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

HBG:S

H. B. Glaisyer
Chief Clerk

#1049

W. P. FULLER & CO.

PAINTS · VARNISHES · GLASS
PIONEER WHITE LEAD
DOORS & WINDOWS
LACQUERS

FACTORIES
SOUTH SAN FRANCISCO
LOS ANGELES
PORTLAND

NEW YORK OFFICE
99 JOHN STREET

P. C. PATTERSON,
MANAGER

CABLE ADDRESS
"FULLER" SAN FRANCISCO

CODES
A. B. C. — LIEBER'S
WESTERN UNION · UNIVERSAL ED.
WESTERN UNION · FIVE LETTER ED.
BENTLEY'S — STOCKDALE'S
ACME — W. P. F. & CO.

PORTLAND, OREGON

July 24, 1929

RECEIVED
JUL 25 1929
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Last March we furnished material to Kuckenberg & Wittman amounting to $290.01, which was used on the Maupin Bridge job.

Can you advise us at this time if the job has as yet been completed, and who the Bondsmen were for Kuckenberg & Wittman?

Thanking you for this courtesy, we are,

Yours truly,
W. P. FULLER & CO.

EHD:WB

ANSWERED
H. B. G.

Surety is Continental Casualty Co.
for - McD. Wood Co.
Crown Zellerbach Bldg
Portland.

Mr. -
What is the latest date when
Bonds can be returned?

Form 1217-A

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	X	DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT — J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

file PR101B

NOTED

State Highway Engineer

SALEM ORE JUNE 24 1930

DR. LAWRENCE STOWELL

MAUPIN ORE

REGRET THAT NEITHER MEMBERS OF HIGHWAY COMMISSION NOR MYSELF CAN ATTEND DEDICATION OF MAUPIN BRIDGE STOP HOWEVER MR WARNER WILL BE PLEASED TO REPRESENT THE COMMISSION AT THAT EVENT PROVIDED HE IS NOT REQUIRED TO MAKE A SPEECH STOP THE COMMISSION SUGGEST THAT YOU INVITE THE COUNTY COURT OF WASCO COUNTY TO BE PRESENT SINCE THE COUNTY IS PAYING ONE HALF OF THE COST OF THIS BRIDGE STOP BEST WISHES FOR A SUCCESSFUL DAY

ROY A KLEIN STATE HIGHWAY ENGINEER

Very truly yours,

State Highway Engineer.

RAK:HI

cc C. W. Warner

June 19, 1929.

Dr. Lawrence S. Stovall,
Memphis, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 17, regarding your plan for the dedication of the new Deschutes River bridge at Memphis on June 29. I will present this matter to the members of the Highway Commission during a trip down the coast the latter part of this week and will then advise you promptly as to what action they may take on your request. I do not anticipate that there will be any objection and, therefore, I think it would be safe for you to go ahead and make your plans for the dedication by the Boy Scouts' organization of your district.

I doubt if it will be possible for any of the members of the Highway Commission to be present on account of the fact that it closely follows our regular Commission meeting. However, I will present your invitation to them. I am sure that they would be glad to attend if it is at all possible.

Very truly yours,

State Highway Engineer.

RAK:HH

cc C. W. Wanner

PIANOS AND
PLAYER PIANOS
TALKING MACHINES
EASTMAN KODAKS
KODAK SUPPLIES
ATHLETIC GOODS
FISHING TACKLE

MAUPIN DRUG STORE

DR. LAWRENCE S. STOVALL, PROPRIETOR

PRESCRIPTIONS A SPECIALTY

IF IT'S IN THE DRUG LINE
WE HAVE IT

REXALL AND NYALL
REMEDIES
PARKER FOUNTAIN PENS
ELGIN, HAMILTON AND
WALTHAM WATCHES
PHOENIX PURE PAINT

MAUPIN, ORE. June-17 192 9

Mr. Roy D. Klum -
Salem, Ore.
Dear Sir - The Boy Scouts of This
District and Vacinity have been invited
by mail on the Dedication of the New
Bridge across the Deschutes River here
at Maupin. It is favorable with
the Scouts May Commissioner Reed here
& Georgeville June 29th as the date
for this Jamboree - The Scouts have
the hearty support of City Council
and Civic and Fraternal Organizations
of County and are preparing for a
Big Event. " Would be very glad
to have you and other Members of
Executive Board present.
Let us Hear
Regards to all
Yours Truly
Lawrence D. Stovall.
S.M. Troop # 33.

D-11214 1M 1-39

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GAT[illegible], MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 17th, 1939.

Dr. Lawrence S. Stovall
Maupin, Ore.

Dear Sir:

On my arrival back here today, I found your letter in regard to a proposed dedication of the new bridge at Maupin. I am forwarding the same to Mr. R. A. Klein State Highway Engineer and Secretary of the Highway Commission, as I presume that in writing to me about it that you wished to have the Highway Commissioners present at your dedication.

In regard to the proposed date viz: June 29th The Highway Commission will hold its regular monthly meeting in Portland on Thursday June 27th and from what I know of the plans of one of the Commissioners it would be impossible for him to be present on the date you mentioned. Therefore I suggest that if you wish to have the Highway Commissioners present at your dedication you write to Mr. Klein in regard to the matter who I am sure will refer it to the Commissioners and advise you later as to whether they can be present or not.

Yours very truly,

C. W. Wanzer
Division Engineer

CWW:I
cc R. A. Klein

PIANOS AND
PLAYER PIANOS
TALKING MACHINES
EASTMAN KODAKS
KODAK SUPPLIES
ATHLETIC GOODS
FISHING TACKLE

MAUPIN DRUG STORE

DR. LAWRENCE S. STOVALL, PROPRIETOR

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REXALL AND NYALL
REMEDIES
PARKER FOUNTAIN PENS
ELGIN, HAMILTON AND
WALTHAM WATCHES
PHOENIX PURE PAINT

MAUPIN, ORE. June 12 1929

Mr. C.W. Wanzer
Bend Oreg.

Dear Sir.

I am writing for information in regard to a Dedication of the New Bridge here at Maupin. Principally in Interest of The Boy Scouts. Who ~~have~~ are very much interested in this matter and who have been asked & put over the celebration. We have the hearty indorsement of City Council. Commercial Club and other civic organizations and are willing & do our utmost to make the affair a success. Will you kindly let us have your Opinion on the matter at earliest convenience. We have thought of June 29th & 30th as suitable date.

Most kind Regards

Am Yours Truly

Lawrence S. Stovall.

Scout Master
Troop # 39.

PIR 101

May 20, 1926.

Mr. Christ Fausero,
Wasco County Roadmaster,
Court House,
The Dalles, Oregon.

Dear Sir:

In response to your inquiry of May 17 regarding the grading of the approaches for the new bridge on The Dalles-California Highway at Maupin, would say that in our plans for making this improvement we very carefully considered the roadway approach to the Oregon Trunk depot in laying our grade line, and arrangements have been made to do the necessary grading for the Oregon Trunk road at the same time that the west approach to the bridge is made. It is our expectation to keep both The Dalles-California Highway and the Oregon Trunk road open for traffic all the time during this construction. This work will be done within the next few weeks so that the approaches will all be completed by the time the concrete deck of the bridge is ready for use.

Appreciating your interest in this matter, I am

Very truly yours,

State Highway Engineer.

RAH:HI

cc Bridge Department
K. D. Lytle

CHRIST FAUERSO

WASCO COUNTY ROADMASTER

COURT HOUSE

THE DALLES, OREGON

May 17th, 1929.

MAY 1929 COMMISSION

Oregon State Highway Commission,
Salem,
Oregon.

ATTENTION: Mr Roy A. Klein, Secretary.

Gentlemen:

We understand that the new bridge on the Dalles-California Highway at Maupin will be opened for traffic about June 15th.

This opening will shut off the heavy traffic on the approach to the Oregon Trunk depot and warehouse unless considerable grading is done on this approach before the bridge is opened to the public.

Of late we have had numerous inquiries from merchants and wheat ranchers who are alarmed at any possibility of having the above approach closed during the period of wheat hauling which will start the latter part of July.

We have assured these people that it was not the policy of the department to interfere with established traveled roads.

If you will write us stating when the department plans on grading this approach, our position in the matter will be materially strengthened.

Very truly yours,

Christ Fauerso

Christ Fauerso,
Wasco County Roadmaster.

H. A. BEHRENS
PRESIDENT

E. G. TIMME
SECRETARY

CONTINENTAL CASUALTY COMPANY

CHICAGO

PR 101-B.

JAS. McI. WOOD
O. A. LYMAN
L. A. WEST, JR.
TELEPHONE BROADWAY 6757

JAMES McI. WOOD & COMPANY
GENERAL AGENTS AND ADJUSTERS
FOR OREGON
RAILWAY EXCHANGE
PORTLAND, OREGON

RECEIVED
MAY 17 1929
OREGON
STATE HIGHWAY COMMISSION

May 15, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attention Mr. H. B. GLAISYER, Chief Clerk.

Acknowledging receipt of your letter of May 14th advising that you had received affidavit of claim from E. L. McDougal on behalf of Poole & McGonigle against Kuckenberg-Wittman Co., representing the balance due them on materials furnished them in connection with the construction of bridge over the Deschutes River at Maupin,

We are taking this matter up with our principals in today's mail.

Thanking you kindly for advising us promptly, we are

Very truly yours,

JAS. McI. WOOD & CO.,

By

LAW:MF

NOTED
H. B. GLAISYER

#1049
330W
PR 101-B.

May 14, 1930

Mr. E. L. McDougal, Atty.,
1601 American Bank Bldg.,
Portland, Oregon.

Dear Sir:

This acknowledges receipt of your letter of the 12th inst., enclosing affidavit of the claim of Poole and McKnight, Inc. against Kuhnhenn-Fitzmaa Co., in the sum of $2570.35. Our records show that a certified copy of the contract was sent to you on April 24th.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Chaiqver,
Chief Clerk

HBC:JB

May 14, 1928

Mahlenberg-Witham Company
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received from R. L. McDougal affidavit of claim of Poole & McGonigle, Inc. in the sum of $2570.33, being a balance due them for materials furnished you in connection with your contract for the construction of the bridge over the Deschutes River at Maupin. Will you please give this your attention.

Very truly yours,

Roy A. Klein,
State Highway Engineer

By

H. B. Gleiayer,
Chief Clerk.

HBG:JB

May 14, 1928

Continental Casualty Company,
Jas. McI Wood & Co., Agents,
Board of Trade Building,
Portland, Oregon.

Gentlemen:

This is to inform you that we have today received from Mr. E. L. McDougal, attorney at Portland, affidavit of claim of Poole & McConigle, Inc., against Knehenberg-Wittman Co. being for balance due them for the furnishing of materials to Knehenberg-Wittman for the construction of a bridge over the Deschutes River on The Dalles-California Highway at Madpin.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

E. L. McDOUGAL
RANDALL S. JONES

LAW OFFICES OF
E. L. McDOUGAL
1401 AMERICAN BANK BUILDING
PORTLAND, OREGON

May 13, 1929

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are herewith making application for your furnishing us with a certified copy of the contract and bond covering the work of Kuckenberg-Wittman Company on Contract No. 1049 and Bridge 966.

This application is based upon an affidavit accompanying the same.

Yours very truly,

E. L. McDOUGAL

ANSWERED
H. B. G.

ELM:EK
Encl.

copy sent 4/24/29

POOLE & McGONIGLE, INC.

TO THE STATE OF OREGON and OREGON STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, POOLE & McGONIGLE, INC., a corporation, has a claim for Two Thousand Three Hundred Seventy and 33/100 Dollars ($2,370.33), balance due for materials furnished in the form of structural steel against Kuckenberg-Wittman Company, Inc., the contractor, and the Continental Casualty Company, a corporation, the surety company on said contract, said material being furnished to the Kuckenberg-Wittman Company, Inc. and entering into the construction of a bridge over the Deschutes River at Maupin, Oregon, on the Dalles-California Highway known in the specifications and contract between Kuckenberg-Wittman Company, Inc. and the State of Oregon Highway Commission as Bridge No. 966, Contract No. 1049.

POOLE & McGONIGLE, INC.

By O. K. Poole
Secretary.

STATE OF OREGON,)
) ss.
County of Multnomah)

I, OTHO POOLE, being first duly sworn depose and state that I am secretary of Poole & McGonigle, Inc., a corporation, and that the said corporation furnished to Kuckenberg-Wittman Company, Inc., a corporation, structural steel in accordance with the contract with the said Kuckenberg-Wittman Company between August 13, 1928 and March 5, 1929, material to the agreed value of $12,446.62 and that no part of the same has been paid except the sum of **Ten Th**ousand Seventy-six and 29/100 Dollars (**$10**,076.29), and that there is now due and owing Poole & McGonigle, Inc., a corporation, from Kuckenberg-Wittman Company, Inc. for said materials the sum of **Two** Thousand Three Hundred seventy and 33/100 Dollars (**$2**,370.33).

Otho Poole

Subscribed and sworn to befor me this 11th day of May, 1929.

P. E. Gardner

Notary Public for Oregon.

MY COMMISSION EXPIRES JUNE 3, 1930

STATE OF OREGON,)
) ss.
County of Multnomah)

I, OTHO POOLE, Secretary of Poole & McGonigle, Inc., a corporation, being first duly sworn on oath depose and state that Poole & McGonigle, Inc. a corporation, furnished materials for the prosecution of the work of Kuckenberg-Wittman Company, a corporation, in the form of structural steel at the agreed value of $12,446.62, and that there is a balance due the said Poole & McGonigle, Inc., a corporation, the sum of $8,370.33, and payment has not been made upon the said amount.

I further depose and state that I make this affidavit for the purpose of obtaining a certified copy of the contract and bond covering said work.

Otho Poole

Subscribed and sworn to before me this 11th day of May, 1929.

A. E. Gardner

Notary Public for Oregon.

My C... ..., 1930

PR 101-B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. (Fed. Aid Project Oregon 101-B

Post Office Building
Portland, Oregon.

Jan. 5, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

Encl.

a4fpw 4755

Form P. R. 2

State Oregon

Project No. 101, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

RECEIVED
JAN 1 1926
FEDERAL AID SECTION

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5818

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15 day of Nov, 1928

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of August, 1923, a project statement, which was approved by the Secretary on the 3rd day of October, 1923, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 13th day of August 1928, and approved by the Secretary on the 17th day of December, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixty-seven thousand, four hundred eighty-four and 39/100

dollars ($67,484.39) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ..... of .....

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by .....

(State how placed under direct control of Highway Department)

*(c) .....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~work~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across the Deschutes River at Maupin between stations 0+00 and 13+50,

..... terminal points, a distance of 0.255 miles, known locally as The Dalles-California Highway between Tygo Valley and Criterion, Wasco County, being Section B of Oregon Federal Aid Project No. 101, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—3518

NOV 16 1928

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time, it will provide on the unsurfaced portions of the project such surfacing as will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of sixty-seven thousand, four hundred eighty-four and 39/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred eight thousand, four hundred forty-three and 50/100 dollars, the approved total estimated cost of Section B of said project.

B—5513

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ---------- STRICKEN OUT ----------

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ---------- (State or county) of ---------- (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ----------

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name) of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917; Chap. 237, Laws of 1917.** (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 17th day of December, 1928

STATE HIGHWAY COMMISSION OF OREGON

(Official title of Highway Department)

By _____ Chairman, State Highway Commission

(Title of officer)

By _____ Member, State Highway Commission

(Title of officer)

[SEAL]

By _____ Member, State Highway Commission

(Title of officer)

By _____

(Title of officer)

By _____

(Title of officer)

[SEAL]

R. W. Kleinlaf Acting Secretary of Agriculture.

8—5518

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

_____
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

_____

*(b) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

_____
funds and probable amount annually available)

_____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

_____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. _____.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 17th day of December, 1928

STATE HIGHWAY COMMISSION OF OREGON
_____
(Official title of Highway Department)

By _____ Chairman, State Highway Commission
(Title of officer)

By _____ Member, State Highway Commission
(Title of officer)

[SEAL]

By _____ Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

_____ Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~road between~~ bridge across the Deschutes River at Maupin between stations 0+00 and 13+15,

locally known as The Dalles-California Highway between Tygh Valley and Criterion, Wasco County, and designated in the records of this Department as Section B of Project No. 101, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 108,445.50 as the total estimated cost of Section B of said project, and the sum of $ ~~57,434.79~~ as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed authorized Federal pro rata share the 1 percent of said total estimated cost.

Done at the city of Washington, this 17th day of December one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap

Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4820

Oct. 8, 1928.

FH 101-B

Bureau of Public Roads,
Box 5000
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Maupin Bridge Section, corrected in accordance with Mr. Davis' request by telephone. Please destroy the previous estimates submitted.

We are also enclosing four copies of price agreement covering crushed rock aggregate for use in connection with this contract.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict by J. W. Nash/AP

Encls.

Oregon State Highway Department — Project No. 101-B

MAUPIN BRIDGE SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN WASCO COUNTY

(Estimate on basis of project agreement. Based on contract prices for structure and estimated prices for approaches.)

Salem, Oregon, October 8, 1925.

Structure:

1,100 cu.yds	Excavation	$ 5.00	$ 5,500.00
100 cu.yds	Excavation below plans	5.00	500.00
1,080 cu.yds	Cl. "A" Concrete	21.00	22,680.00
300 cu.yds	Cl. "B" Concrete	17.00	5,100.00
630 cu.yds	Cl. "D" Concrete	21.00	13,230.00
340,000 lbs	Structural Steel	0.055	22,100.00
320,000 lbs	Reinforcing Metal	0.045	14,400.00
1,670 lin.ft	R. C. Handrail	5.00	8,350.00
1,500 cu.yds	Cr. Rock for Aggregate (to be furnished by State).	2.00	3,000.00
All Required	Remove old Br. & Maintain Traffic		3,000.00
	Sub-total		$126,860.00

Approaches:

All Required	Clearing and Grubbing		$ 25.00
720 cu.yds	Embankment	1.00	720.00
	Sub-total		$126,885.00
	10% Engrg. & Cont.		9,250.50
			$136,135.50

Length of Struc. 830 ft. = 0.157 Mile
" " Appr. 820 ft. = 0.098 "
Total length of proj. 1650 ft. = 0.0255 "

Cost per Mile $ 425,262.62

State Funds Available $ 40,959.11
Federal Aid Requested 67,484.39 (62.23%)

$108,443.50

State Funds for Construction: Chap. 175, Laws 1917; Chapt. 58, Laws 1920
State Funds for Maintenance: Res. Aug. 17, 1917; Chapt. 237, Laws 1917.

PR*101-B

October 2, 1928.

Bureau of Public Roads,
Box 5300
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement on the Maupin Bridge Section of The Dalles-California Highway in Wasco County, Oregon Project No. 101-B.

We are not yet able to furnish copies of the easement which we are to obtain from the railway company in connection with this project. Would it not, however, be possible for you to proceed with the drawing and execution of the project agreement without awaiting receipt of copies of these easements? If necessary, a clause could be incorporated in the project agreement to the effect that no federal aid will be paid until copies of the easemgnt are furnished.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Oregon State Highway Department — Project No. [illegible]

MAUPIN BRIDGE SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN WASCO COUNTY

(Estimate on basis of project agreement. Based on contract prices for structure and estimated prices for approaches.)

Salem, Oregon, Oct. 2, 1925.

Structure:

1,100 cu.yds	Excavation	$ 5.00	$5,500.00	
100 cu.yds	Excavation below plans	5.00	500.00	
1,000 cu.yds	Cl. "A" Concrete	21.00	21,000.00	
300 cu.yds	Cl. "B" Concrete	17.00	5,100.00	
850 cu.yds	Cl. "D" Concrete	21.00	17,850.00	
340,000 lbs	Structural Steel	0.065	22,100.00	
[illegible],000 lbs	Reinforcing Metal	0.065	14,[illegible].00	
1,670 lin.ft	R. C. Handrail	5.00	8,350.00	
All Required	Remove old Bridge & Maintain Traffic		[illegible]	Est. cost
1,500 cu.yds	Cr. Rock for Aggregate (to be furnished by State).	2.00	3,000.00	
	Sub-total		$[illegible],500.00	

Approaches:

All Required	Clearing and Grubbing		$ 25.00	
700 cu.yds	Embankment	1.00	700.00	
	Sub-total		$[illegible],[illegible].00	98,585.00
	10% Engr. & Cont.		[illegible],[illegible].00	9858.50
			$[illegible],[illegible].00	108,443.50

Length of Struct. 830 ft. - 0.157 Mile
" " Appr. 520 ft. - 0.098 "
Total Length of Proj. 1350 ft. - 0.0255 "

Cost per Mile $ 418,798.03 — $ 425,268.62

State Funds Available $ 40,336.91 — 40,959.11 — 67,484.39
Federal Aid Requested [illegible].57 (62.23%)

$100,798.80 — 108,443.50

State Funds for Construction: Chap. 175, Laws 1917; Chapt. 31, Laws 1920
State Funds for Maintenance: Res. Aug. 17, 1917; Chapt. 237, Laws 1917.

PR 1012

September 13,1928

Kuckenberg-Wittman Co.,
226 Board of Trade Building,
Portland, Oregon.

Gentlemen:

Enclosed herewith please find executed copy of contract No. 1049 awarded to you by the State Highway Commission on August 14,1928 covering construction of a bridge over the Deschutes River on The Dalles-California Highway in Wasco County.

This is for your records and files.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

JS

66 ECPR 101-B

August 7, 1928.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 2900
Portland, Oregon.

Dear Sir:

Herewith we are enclosing six copies of estimate with plans covering the Umpqua Bridge Section, Oregon Project 101-B.

Four sets of these print plans are also being sent to you, under separate cover.

The structural plans were sent to you a few days ago direct from the Bridge Department.

One blue print copy of the title sheet of the Reedsport Section, Oregon Project 128-C which was requested by telephone by Mr. Davis is also enclosed with the plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. E. Peterson
Assistant Office Engineer

Dict by J. W. Lynch/AP

Oregon State Highway Department — Project No. 102-B

MAUPIN BRIDGE SECTION OF THE DALLES-CALIFORNIA HIGHWAY

IN WASCO COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, August 7, 1928.

Structure:

1,100 cu.yds	Excavation		$3.00	$3,300.00
100 cu.yds	Excavation below plans		10.00	1,000.00
1,000 cu.yds	Class "A" Concrete		21.00	21,000.00
300 cu.yds	Class "B" Concrete		20.00	6,000.00
630 cu.yds	Class "D" Concrete		22.00	13,860.00
340,000 lbs	Structural Steel		.065	22,000.00
320,000 lbs	Reinf. Metal		.055	17,600.00
1,670 lin.ft	R. C. Handrail		4.50	7,515.00
All Required	Removal of old bridge & maintain traffic			1,500.00
1,500 cu.yds	Crushed Rock for Aggregate (to be furnished by state)		2.00	3,000.00
		Sub-total		$130,475.00

Approaches:

All Required	Clearing and Grubbing		$ 25.00
700 cu.yds	Embankment	1.00	700.00
	Sub-total		$ 130,150.00
	10% Engr. & Cont		10,013.00
	Total		$ 110,143.00

Length of Structure — 830 feet - 0.157 miles
Length of Approaches — 520 feet - 0.098 miles
Total length of proj. — 1350 feet - 0.255 miles

Cost per mile — $431,356.27

State Funds Available	$44,057.20	
Federal Aid Requested	66,085.80	(60%)
	$110,143.00	

P/P/101

August 2, 1928

Mr. C. W. Wanzer,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

Before Hillstrom Bros. (who are crushing maintenance materials on their Dalles-California Highway contract near Maupin) move away, be sure and have them crush enough extra material so that we will have sufficient to surface the Maupin bridge approaches and the road to the Oregon Trunk Maupin railroad station. I anticipate from the result of our investigation that it will be necessary to regrade this road in order to tie it into our revised grade line and revised alignment, hence it will be necessary for us to provide sufficient material to surface it afterward so that we may replace it in as good condition as it is at the present time.

Very truly yours,

State Highway Engineer.

RAK:HI

33

August 2, 1923.

Mr. C. B. McCullough,
Bridge Engineer,
Office.

Dear Sir:

Reference is made to your letter of July 23, concerning the regrading of a roadway to the S. P. & S. depot at Maupin from a junction with the Dalles-California Highway near the north end of our Maupin bridge in order to connect with our new alignment and grade revision. Since our construction makes it necessary to increase the rate of grade on the connecting road to the depot from five to six per cent, I believe that under all the circumstances it would be advisable for us to do this work at state expense, both grading and surfacing. I think that we are justified in doing this without establishing a precedent which would embarrass us elsewhere.

This work can be done at the same time that the approaches to the bridge are regraded and the cost can be properly charged as a part of the cost of grading these approaches. I have included surfacing with the regrading on the theory that there is a satisfactory surface on the road at the present time. If that is not the case, perhaps the matter of surfacing should be reconsidered, but in any event I feel that if we disturb the present road we are obligated to place the road in a satisfactory condition.

Very truly yours,

State Highway Engineer.

RAK:HI

...ED 6-28
...SIONERS
...VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

July 27, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Office.

Dear Sir:-

Under date of July 5th a conference was held with Mr. Witchel, chief engineer of the S. P. & S., with reference to the connection between the road to the Oregon Trunk depot and our new highway grade at the north end of the Maupin Bridge.

I reported this conference to you the other day. As you will recall, Mr. Witchell seemed agreeable to using a 6% grade, but seemed to think that this department should pay for the grade revision. Mr. Paxson has made an estimate of the cost of revising this connection, as follows:

Excavation (borrow) 2370 cu. yds. at 50¢ - -	1185.00
Surfacing, 135 cu.yds. at $1.70 - - - - - - - -	229.50
	$1414.50

I do not know what you feel we should do in reference to participating in the cost of this improvement. Mr. Paxson saw Mr. Witchel while I was in conference with Col. Lukesh. I expected to have lunch with Witchel, but he was tied up and could not meet me. Paxson told him that he was not authorized to make any statement in regard to cost participation, so the matter has been left wide open. I am informed that the S.P. & S. made provision in their budget for 150 cu. yds. of surfacing on the old road which should doubtless be deducted from the total cost of the improvement, as above estimated, in view of the fact that this surfacing would be necessary regardless of any grade revision.

Very truly yours,

C. B. McCullough

Bridge Engineer.

CBMcC:P

Form 1012

Spokane, Portland and Seattle Railway Company

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
GALES CREEK & WILSON RIVER RAILROAD COMPANY
UNITED RAILWAYS COMPANY

103-1

A. J. WITCHEL.
CHIEF ENGINEER

OFFICE OF CHIEF ENGINEER

271 STARK STREET
PORTLAND, OREGON

FILE NO._____

NOTED
State Highway Engineer
file

July 3, 1928

Mr. Roy Klein
State Highway Engineer
State of Oregon
Salem, Oregon

Dear Sir:

I would appreciate it very much if, the next time you are in Portland with a little spare time, you could call at our office. I would like to go over with you some cross sections I have of the road serving our station at Maupin, which, as you recall, leaves the highway at the top of the bluff. As I previously explained to you, we are quite concerned about the possible changes there and would like to go over the matter with you before your plans are too far along. If by any chance I should not be here, Mr. Marsh will have the cross sections and will go over them with you.

Very truly yours,

A. J. Witchel

Chief Engineer.

AJW-wp

CC CC 33-7

Union

April 25, 1928

Mr. A. J. Witchel, Chief Engineer,
Spokane, Portland & Seattle Ry. Co.,
271 Stark Street,
Portland, Oregon.

My dear Mr. Witchel:

I have not replied to your letter of April 2, regarding our proposed new bridge across the Deschutes River near Maupin, with especial reference to the possible change in grade of your present road leading to the Maupin station, for the reason that our plans have not been advanced to the point where the grade line of our new structure has been definitely decided upon. We will keep in mind, however, the importance to you of holding the grade leading to your station as near to its present position as will be found practicable. Our present plans do not anticipate any changes in grade which would materially affect the road leading to the station, but in making any change we will keep that point in mind.

I will endeavor to keep you advised as to our final decision in this matter.

Very truly yours,

State Highway Engineer.

RAK:HI

Form 1012

...d and Seattle Railway Company

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
GALES CREEK & WILSON RIVER RAILROAD COMPANY
UNITED RAILWAYS COMPANY

...IEF ENGINEER

OFFICE OF CHIEF ENGINEER

271 STARK STREET
PORTLAND, OREGON

NOTED
State Highway Engineer

FILE NO._____

April 2, 1928

OREGON
COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We understand that the State Highway Commission has under consideration the construction of a bridge across the Deschutes River near our Maupin station. In doing this it is our understanding that the present road will be changed somewhat. The Oregon Trunk Railway is very anxious that nothing be done that will render the road leading to its Maupin station any more difficult to drive than it is at present.

Very truly yours,

A J Mitchell

Chief Engineer.

AJW-wp

CC CC

33-4

OREGON STATE HIGHWAY COMMISSION

April 3, 1928.

Mr. C. W. Wenner,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

Mr. A. J. Witchel, Chief Engineer of the S. P. & S. Railway, has written to this office in regard to our proposed revision of location for the new bridge across the Deschutes River at Maupin. They are very anxious to maintain their present road to the Maupin station on a grade which does not exceed their present maximum. From the information we have here, it would appear that their road takes off at the west end of this revision and might be affected by our change in line.

Will you please keep this feature in mind and advise me as to just what effect our revised line would have on this connection so that I may advise Mr. Witchel?

Very truly yours,

State Highway Engineer.

RAK:HI

FORM S-L-1 B-6070 500 8-27

Commissioners
H. B. VAN DUZER, Portland, Chairman
C. E. GATES, Medford
ROBERT W. SAWYER, Bend

ROY A. KLEIN
State Highway Engineer
and Secretary

OREGON STATE HIGHWAY COMMISSION

OFFICE OF ROBERT W. SAWYER, COMMISSIONER
BEND, OREGON

NOTED
State Highway Engineer

March 12, 1928.

33-4

Mr. Roy A. Klein,

State Highway Commission,

Salem, Oregon.

Dear Sir:-

Now that we have an official statement from the Wasco County Court regarding cooperation on the bridge at Maupin, I think it would be desirable to proceed as rapidly as possible with the preparation of plans for the bridge. Possibly this is now being done.

Thank you for the letter from Mr. Devers about advertising on the highways.

Very truly yours,

Robert W Sawyer

Robert W. Sawyer.

RWS OJ

33-4

March 9, 1923.

Members of the Highway Commission.

Gentlemen:

A letter has been received from the County Court of Wasco County of which the attached is a copy, offering to cooperate on the bridge across the Deschutes River at Maupin on The Dalles-California Highway. I have acknowledged receipt of this letter and advised the County Court that this matter would probably come up for consideration at the next meeting. This project being on the federal aid system is eligible for federal aid.

Very truly yours,

State Highway Engineer.

BAK:HI

CONTRACT #1050,

SEE:

CONTRACT #1032,

1050 JHH: Contract 1032

CONTRACT #1051,

PR-12B Agency Creek Bridge 1928

1051

PR-12B Agency Creek Bridge 1928

1051

A.1051

PR 12-B.

July 18, 1929

U. S. Fidelity & Guaranty Company,
C. C. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received a communication from the Willamina and Grand Ronde Railway Company, Grand Ronde, Oregon, in which they state that Higbee Brothers are indebted to them in the sum of $[illegible], being for freight charges on shipments of sand and gravel over their railroad for use by Higbee Brothers in connection with their contract for the construction of a bridge over Spring Creek on the McMinnville-Tillamook Highway in Yamhill County. It seems that the Willamina-Grand Ronde Railway Company are unable to secure satisfaction of their claim by presenting the same to Higbee Brothers, for which reason the matter is being called to your attention as you appear as surety on the bond furnished by Higbee Brothers in connection with this work.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Gladsyar
Chief Clerk.

HBG:JS

July 15, 1920

Higbee Brothers,
Woodburn, Oregon.

Dear Sirs:

This letter is to inform you that we have today received a communication from the Willamina and Grand Ronde Railway Company, Grand Ronde, Oregon, in which they advise us of their claim against you in the sum of $315.82, being an unpaid balance for shipping sand and gravel over their railroad to be used by yourselves in the construction of the Agency Creek Bridge. They advise that they have been unsuccessful in securing settlement, although you have promised to pay them a number of times. Will you please give this matter your attention.

Very truly yours,

Ray A. Klein
State Highway Engineer

By

H. H. Gleisner
Chief Clerk.

HHG:JB

July 18, 1929

Willamina & Grand Ronde Railway Co.,
Grand Ronde, Oregon.

Gentlemen:

We have your letter of the 11th inst., in which you advise us of your claim in the sum of $115.82 against Rigdon Brothers, being freight charges for materials shipped over your railroad for use in connection with Rigdon Brothers' contract for the construction of a bridge over Agency Creek on the McMinnville-Tillamook Highway, being state highway contract #1061.

In connection with all state highway contracts the contractor is required to furnish a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project; such a bond was furnished by Rigdon Brothers in connection with this particular contract and is offered to you as your protection for the payment of your claim. This bond was written by the U. S. Fidelity and Guaranty Co., C. O. Price, agent, Porter Building, Portland.

We would suggest that you take the matter up with the bonding company in the event that you do not secure satisfaction from Rigdon Brothers. If you are not successful in securing satisfaction from the bonding company you still have recourse to action in the courts and should file your claim with the Secretary of State in accordance with Section 2981, Oregon Laws, a mimeograph copy of which we enclose.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer.,
Chief Clerk.

HBG:JB

WILLAMINA & GRAND RONDE RAILWAY CO.

GRAND RONDE, OREGON

July 11, 1929.

Mr. R. Kline,
State Highway Comm.,
Salem, Oregon.

ANSWERED
H. B. C.

Dear Sir:

During the last two months of 1928 Rigdon Brothers built a bridge on the Tillamook Highway about one half mile west of Old Grand Ronde. They had several shipments of sand and gravel sent in here over our line which they used in construction of the bridge. Mr. Rigdon sent word that he would not be here when shipments came in and that it would be a big favor if I would let his foreman have the freight and that he would pay all charges on his return to Grand Ronde. He returned several times but evidently forgot to call at the Freight Office. His foreman brought over a check for $110.00 which left an unpaid balance of $115.82.

I have written Mr. Rigdon several letters and received one reply in which he stated he would send a check right away. That was about four months ago but the check has not been received.

I do not know the Highway Departments attitude in such cases but since Rigdon Brothers have another contract with you I thought perhaps you could do something towards making them pay up.

Yours very truly,
F. K. Bickford
Agent.

#1051

PR 12B

FORM S-A-1 S-1(B)51 6000 5-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

July 18, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Rigdon Brothers,
Woodburn, Oregon.

Dear Sirs

This letter is to inform you that we have today received a communication from the Willamina and Grand Ronde Railway Company, Grand Ronde, Oregon, in which they advise us of their claim against you in the sum of $115.82, being an unpaid balance for shipping sand and gravel over their railroad to be used by yourselves in the construction of the Agency Creek Bridge. They advise that they have been unsuccessful in securing settlement, although you have promised to pay them a number of times. Will you please give this matter your attention.

Very truly yours,

Roy A. Klein
State Highway Engineer

By H. B. Glaisyer
H. B. Glaisyer
Chief Clerk.

HBG:JS

Check mailed them
pgtm remainder pay°.
Declined settlement
account of an overcharge
on account of your last
Rigdon Bros
6 CO R
7L

#1051
Yamhill Co

PR 12 B

March 26, 1929

United States Fidelity & Guaranty Company,
Walter F. Cline, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Higdon Brothers on Contract No. 1051 for the construction of a bridge over Agency Creek on the McMinnville-Tillamook Highway in Yamhill County. This payment will be made on or after April 4th, 1929.

Kindly acknowledge receipt of this letter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 12-B

Post Office Building
Portland, Oregon.
January 14, 1929

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

a4pr4807

Form P. R. 2

State Oregon

Project No. 12, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

9—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13 day of Dec, 1928 by and between the State Highway Commission of Oregon

---

, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the ____ day of ____, 19____, a project statement, which was approved by the Secretary on the 10th day of October, 1918, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 30th day of October 19 28, and approved by the Secretary on the 21st day of December, 1928; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of four thousand, six hundred twenty-five and 71/100

Section 3 of dollars ($4,625.71) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____
(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across Agency Creek in Sec. 1, T.6 S., R.6 W., near Grand Ronde,

_____ terminal points, a distance of 0.015 miles, known locally as the Agency Creek Bridge on Route No. 11 between McMinnville and Hebo, Yamhill County, being Section B of Oregon Federal Aid Project No. 12, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—3518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, prior to or immediately upon completion of the improvement contemplated under this agreement it will construct suitable road connections between the ends of the bridge and the existing highway to the east and west.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of four thousand, six hundred twenty-five and 71/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of seven thousand, four hundred thirty-three and 25/100 dollars, the approved total estimated cost of said project.

Section B of

8—5818

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

STRICKEN OUT

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chap. 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

9—6818

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of the certified sum, or so much thereof as may be due under the terms hereof, to

(Official or depositary)

hereby designated by the Highway Department for that purpose and authorized under the laws of said

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ____, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(*b*) By the ____, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 28th day of December, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Brewster
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By ____
Member, State Highway Commission
(Title of officer)

By ____
(Title of officer)

By ____
(Title of officer)

[SEAL]

P. M. Dunlap
Acting Secretary of Agriculture.

8—5513

P.28

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a [redacted] bridge across Agency Creek in Sec.1, T.6 S., R.8 W., near Grand Ronde,

locally known as the Agency Creek Bridge on Route No. 11 between McMinnville and Hebo, Yamhill County, and designated in the records of this Department as Project No. 12 Section B of, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 7,433.25 as the total estimated cost of Section B of said project, and the sum of $ 4,625.71 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share percent of said total estimated cost.

Done at the city of Washington, this 28th day of December one thousand nine hundred and Twenty-eight, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4229

November 17, 1928.

PR 12-B

Bureau of Public Roads,
Box 2960
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement covering the Agency Creek Bridge, Oregon Project 12-B.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer.

Dict by J. H. Nash/AP

Oregon State Highway Department

Project No. 12-B

AGENCY CREEK BRIDGE ON THE McMINNVILLE-TILLAMOOK

HIGHWAY IN YAMHILL COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, Nov. 16, 1928

165 cu.yds.	Excavation	$ 2.50	$ 412.50
15 " "	Excavation below plans	2.50	37.50
108 " "	Class "A" Concrete	21.50	2,257.50
75 " "	Class "B" Concrete	21.50	1,612.50
32,800 lbs.	Metal Reinforcement	.045	1,476.50
175 lin ft.	Concrete Handrail	5.00	875.00
Lump Sum	Remove detour bridge and maintain traffic		100.00
		Sub-total	$6,757.50
		10% Engr. and Cont.	675.75
		Total	$7,433.25

Length of Structure, 81 feet, .015 Mile

Cost per mile $495,550.00

State Funds available	$2,807.54
Federal Aid Requested	4,625.71 (62.23%)
	$7,433.25

State Funds for Construction, Chap. 175, Laws 1917; Chap. 31, Laws 1920.
State Funds for Maintenance, Res. Aug. 15, 1917; Chap. 287, Laws 1917.

1051

PR12B

November 10, 1928

Higbee Brothers,
Woodburn, Oregon.

Gentlemen:

Enclosed herewith please find fully executed copy of contract #1051 executed to you by the State Highway Commission for the construction of a bridge over Agency Creek near Grand Ronde on the McMinnville-Hillsmont Highway in Yamhill County.

This is for your records and files.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

E. D. Gleisner,
Chief Clerk

JH
enc

PR 12B

October 23, 1928.

Members of the Highway Commission.

Gentlemen:

On October 10, the timber bridge over Agency Creek just west of Grande Ronde on the McMinnville-Tillamook Highway collapsed under a truck and trailer loaded with lumber. This was the only vehicle that was on the bridge at the time and the driver escaped uninjured, also the truck was not appreciably damaged.

A detour bridge was constructed as soon as possible and traffic resumed without unusual delay. During the interval between the collapse of the bridge and the building of the detour bridge, light traffic was able to ford the creek and continue without interruption.

This bridge was built in 1919 on standards which were in use at that time.

In order to meet this emergency, we immediately prepared a design for a new bridge consisting of 1-45' main span and 2-18' end spans, all of reinforced concrete, and in view of the emergency, I am taking the liberty, after consulting with the Chairman, of advertising for bids on this structure at the October 30th meeting, copies of which advertisement you have already received. I trust this will be satisfactory.

Very truly yours,

State Highway Engineer.

RAK:HI

~~36-4~~
PR123

October 13, 1928.

Mr. M. Petersen,
Grand Ronde, Oregon.

Dear Mr. Petersen:

Thank you for your letter of October 9 advising of conditions at the Agency Creek Bridge on the McMinnville-Tillamook Highway when it went down under a loaded truck on October 9. I appreciate very much your cooperation in placing warning and detour signs and permitting the diversion of travel through your land. We are planning to replace this bridge with a reinforced concrete structure and are taking bids on the same on October 30, so that within a few months we will have a new bridge at this site.

We all appreciate very much your continued interest in the state highway program, and I well recall you as being one of the original boosters for the McMinnville-Tillamook Highway when I stopped at your store one morning more than ten years ago.

With very best wishes and kindest personal regards, I am

Very truly yours,

State Highway Engineer.

RAK:HI

Grand Ronde Oregon
October 9th 1928

Mr. Roy Klein:
Dear Friend:
The Agency Creek bridge collapsed at 1:30 P.M. today, it was not unexpected from my point of observation. I notified Mr. Gray this summer, that 2 heavy trucks loaded heavily crossing the bridge at the same time, the bridge could not stand that strain very long. I felt it shake many times. I have seen the Tillamook stage on the bridge and at one time a load of logs, also the very heavy coat of asphaltum and gravel was to much. Happened to be there and diverted the travel through my land for 4 hours I painted a Notice, "turn to the left" & placed it on the bridge is out, and placed it on the highway 15 rods before the turn to the left, I nailed the sign on a horse, The Foster Lumber Co. loaded truck going east, caused the collaps, the trailer was unloaded hanging down in the abyss, the front of the truck did not go down hence the driver was not hurt

Respectfully
H. Peterson

FORM S-S-1 C-8000 1000 8-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

NOTE L
PR 12 B

October 10, 1928

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

I am sending you herewith a blueprint of the timber boring report on the Agency Creek Bridge, March 17th and 18th, 1926. You will note that both trusses show entirely sound. It seems incredible that decay should have developed so rapidly, altho you will note that at the time we made the borings, the lower chord members appeared sour and soggy. This is one of the bridges for which we expected to ask authorization for reconstruction next year, but I was planning to report to you that both the Joe Ranch Bridge and the 30' span over Alder Creek, on this same line, were more badly in need of reconstruction than this one.

We have two men employed at the present time, full time the year round, on timber borings and it takes them at least three years to cover the entire highway system. Perhaps I should increase this force to cover borings every year. I hesitate to increase our maintenance appropriation any more than is absolutely necessary, but if you think it is necessary, I will arrange to have another timber inspection crew put in the field so that we will get our borings more frequently than heretofore.

Very truly yours,

Bridge Engineer.

C.L.cc:l

CONTRACT # 1052,

SEE:

CONTRACT # 1021,

1052 SEE: Contract 1021

CONTRACT #1053,

PR 141-A Lakeside Undercrossing 1928-1929

1053

PR*141-A

COOS COUNTY

COQUILLE, OREGON

D. F. THOMPSON
COUNTY JUDGE
WM. HAGGE
JAMES T. JENKINS
COUNTY COMMISSIONERS

November 1, 1930

Oregon State Highway Commission,
Salem, Oregon.

Attention Mr. S.H. Probert
Office Engineer

Dear Sir:

We are referring to you today the bill submitted to us by the Southern Pacific Co. in the amount of $5,472.51, being a portion of the cost of constructing the under-ground crossing near Lakeside, Oregon.

Yours very truly,

D. F. Thompson

D. F. Thompson
County Judge

DFT DL
Encl.

Staf

October 30, 1928.

Hon. D. F. Thompson,
County Judge of Coos County,
Coquille, Oregon.

Dear Sir:

We have received from the Southern Pacific Railway Company a bill for the State's share of the expense incurred by the Railway Company in constructing the undercrossing south of Ismaside. The fact that we have been billed for only 50 per cent of the cost leads us to believe that the Railway Company has probably billed your county for another 50 per cent of the cost.

At the time the agreement in regard to the construction of the undercrossing was entered into it was agreed that the State would pay 50 per cent of the cost and that no part of the cost would be charged to Coos County. In view of this understanding, we request that if you have received a billing from the Railway Company, you forward the same to us for payment.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:KR

cc to R. E. Watson,
County Clerk,
Coquille, Oregon.

See Mr Klein letter to County Court dated Sept. 26, 1928
File PR# 141-A
SHP

October 30, 1930.

Southern Pacific Company,
65 Market Street,
San Francisco, California.

Gentlemen: Attention: C. M. Scott, Local Treasurer

We are sending to you herewith for execution, voucher in the amount of $9,816.46, covering payment to the Southern Pacific Company for our State's share of expense incurred by the Company in constructing the undercrossing south of Lakeside.

In explanation of the fact that we have raised the amount of your claim (Bill No. 709779) from $4,345.96 to $9,816.46, we wish to advise that under an agreement made with the County Court of Coos County, the State is to assume the county's share of the cost of the undercrossing concerned. Assuming that you have submitted a claim for 30 per cent of the cost to the Coos County officials, we have written them to forward the same to us. In order to expedite payment, we have not waited to receive the claim against Coos County, but have revised your claim against the State to cover the full 60 per cent.

In case the handling of the matter in the manner outlined above does not meet with your approval, please let us know.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
encl.

PIP 141a

The American Bank

PRESIDENT

December 9, 1929 GEO F WINCHESTER CASHIER

American Bank
Marshfield, Oregon

December 7, 1929

Attention: George F. Winchester
Cashier

Gentlemen:

Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

As assignee [illegible] of Claim of $4,134.20 from Tom M. Hull, give release of the above amount from the Indemnity Bon-

This acknowledges receipt of your letter of the 7th instant enclosing the assignment of claim of the current estimate of Tom M. Hull in the sum of $4,134.20 in favor of the American Bank of Marshfield.

We are this date passing the voucher to the Secretary of State for payment. The warrant will be mailed direct to you as soon as delivered to us by the Secretary of State.

Due to the fact that we have the original of the assignment of claim in which Mr. Hull assigns all monies due or to become due him to the American Bank of Marshfield we do not need the duplicate which you also enclosed in your letter. We are returning it to you herewith.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S
Enc.

H. B. Glaisyer
Chief Clerk

The American Bank

CAPITAL $150,000.00

W. U. DOUGLAS ..... PRESIDENT

F. L. LOWE, ... VICE-PRESIDENT
G. E. TABER, ... VICE-PRESIDENT
GEO. F. WINCHESTER ..... CASHIER

MARSHFIELD, OREGON

December 7, 1929

RECEIVED
DEC 9 1929
OREGON
STATE HIGHWAY COMMISSION

Roy A.Klein,
State Highway Engineer,
Salem, Oregon.

Dearb Sir:-

We enclose Assigument of Claim of $4,134.20 from Tom M.Hull, also release of the above amount from the Indemnity Insurance Company of North America.

Yours very truly.

Geo. F. Winchester.

Cawhier.

ANSWERED
H. B. G.

PR 141-a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore FAP 141-A

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
AUG 9 1929
OREGON
STATE HIGHWAY ENGINEER

August 9, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are enclosing herewith an approved copy of Specification 1017, Southern Pacific Lines, for use in connection with Oregon Federal Aid Project No. 141 A.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

COMMON STANDARD

SPECIFICATION 1017

Superseding Specification 1006

RECEIVED
AUG 9 1929
OREGON
STATE RAILWAY COMMISSION

SOUTHERN PACIFIC LINES

SPECIFICATIONS FOR
STEEL RAILWAY BRIDGES

1925

REVISED OCTOBER 31, 1927.

APPROVED D. H. Mason
ACTING CHIEF, BUREAU OF PUBLIC ROADS.
JUL 11 1929

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SOUTHERN PACIFIC LINES

SPECIFICATIONS FOR

STEEL RAILWAY BRIDGES

1925

SPECIFICATION 1017

REVISED OCTOBER 31, 1927.

Horizontal Clearance, Art. 13, changed to 16 feet.
154 sub-paragraph (c) added covering forgings.

(I) PROPOSALS AND DRAWINGS

Definitions of Terms.

1. The term "Engineer" refers to the Consulting Engineer of the Company or the Chief Engineer of the Company or their subordinates in authority, as the case may be. The term "Inspector" refers to the inspector or inspectors representing the Company. The term "Company" refers to the Railway Company or Railroad Company party to the contract. The term "Contractor" refers to the manufacturing or fabricating contractor party to the contract.

Proposals.

2. Bidders shall submit proposals to conform with the terms in the letter of invitation. The proposals preferably shall be based upon plans and specifications furnished by the Company showing the general dimensions necessary for designing the structure, the stresses and the general or typical details. Invitations covering work to be designed or erected by the Contractor shall state the general conditions at the site, such as track spacing, character of foundations, old structures, traffic conditions, etc.

Drawings to Govern.

3. Where the drawings and the specifications differ, the drawings shall govern.

Patented Devices.

4. The Contractor shall protect the Company against claims on account of patented devices or parts proposed by him.

Drawings.

5. After the contract has been awarded and before any work is commenced, the Contractor shall submit to the Engineer for approval duplicate prints of stress sheets and shop drawings, unless such drawings shall have been prepared by the Company. The tracings of these drawings shall be the property of and be delivered to the Company after the completion of the contract. Shop drawings shall be made on the dull side of the tracing cloth, 24 by 36 inches in size, including margins. The margin at the left end shall be 1½ inches wide, and the others ½-inch. The title shall be in the lower right-hand corner. No changes shall be made on any approved drawing without the consent, in writing, of the Engineer.

6. The Contractor shall be responsible for the correctness of his drawings, and for shop fits and field connections, although the drawings may have been approved by the Engineer.

7. Any material ordered by the Contractor prior to the approval of the drawings shall be at his risk.

(II) GENERAL FEATURES OF DESIGN

Materials Used.

8. Structures shall be made wholly of structural steel except where otherwise specified. Cast steel preferably shall be used for shoes and bearings. Cast iron may be used only where specifically authorized by the Engineer.

Types of Bridges.

9. The type of bridge to be used for various span lengths may be as follows:

Rolled beams up to	30 ft.
Plate girders from	30 ft. to 125 ft.
Riveted trusses	100 ft. and more
Pin-connected trusses	150 ft. and more

Number of Trusses.

10. Unless otherwise specified, double-track through bridges shall have only two trusses or girders, and four-track bridges three.

Dimensions for Calculation.

11. The dimensions for the calculation of stresses shall be as follows:

Span Length

For trusses and girders, the distance center to center of end bearings.

For floor beams, the distance center to center of trusses or girders.

For stringers, the distance center to center of floor beams.

Depth

For riveted trusses, the distance between centers of gravity of chord sections.

For pin-connected trusses, the distance center to center of chord pins.

For plate girders, floor beams and stringers, the distance between centers of gravity of flanges, but not to exceed the distance back to back of the flange angles.

Spacing of Trusses and Girders.

12. The width between centers of trusses or girders shall be sufficient to give lateral stiffness and to prevent overturning by the specified lateral forces, and, in no case, shall be less than one-twentieth of the span.

Clearances.

13. If the alinement is straight, clearances shall be not less than shown on the diagram, Fig. 1. If the alinement is curved, the width of the diagram shall be increased so as to provide the same minimum clearances for a car 80 feet long, 14 feet high and 60 feet center to center of trucks, allowance being made for curvature and superelevation of rails. The height of rail shall be assumed as 6 inches.

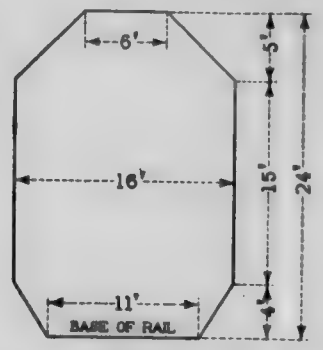

FIG. 1

Deck Spans on Curves.

14. Deck spans on curves shall have the center line of the span placed, usually, so as to bisect the middle ordinate of and be parallel with the chord of the curve.

Skew Bridges.

15. In skew bridges without ballasted floors, the ends of stringers or girders for each track shall be square with the track.

Ambiguity of Stress.

16. Structures shall be designed so as to avoid, as far as practicable, ambiguity in the determination of the stresses.

(III) LOADS

17. The structures shall be proportioned for the following loads: **Loads.**

(*a*) The dead load.
(*b*) The live load.
(*c*) The impact or dynamic effect of the live load.
(*d*) The lateral loads and forces.
(*e*) The centrifugal force, including impact.
(*f*) The longitudinal force.

Stresses due to these loads and forces shall be shown separately on the stress sheets.

18. Members shall be proportioned for that combination of stresses which gives the maximum total stress, except as otherwise provided.

19. The dead load shall consist of the estimated weight of the entire suspended structure. **Dead Load.** Timber shall be assumed to weigh 4½ pounds per foot B. M., ballast 120 pounds per cubic foot, reinforced concrete 150 pounds per cubic foot, waterproofing 150 pounds per cubic foot, and rails and fastenings 200 pounds per linear foot of track. If ballast is used, it shall be assumed level with the base of rail and the weight of the ties shall be neglected. Ballasted floors shall have at least 6 inches of ballast under the ties.

20. The minimum live load for each track shall be as shown in Figs. 2 and 3, except as modified **Live Load.** in Article 21.

The loading that gives the larger stresses shall be used.

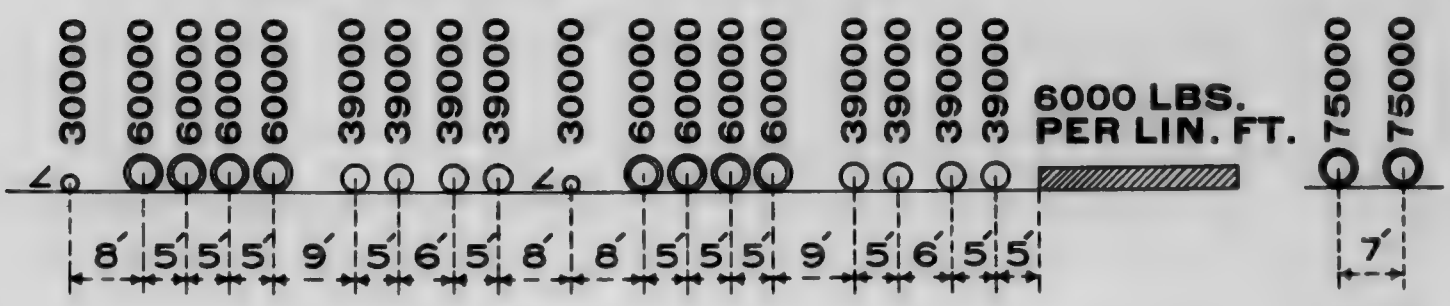

FIG. 2

FIG. 3

21. In special locations, where the conditions limit the loading to light engines, a lighter loading, as stipulated by the Engineer, may be used, but not in any case lighter than three-fourths of that specified in Article 20.

Other live loadings shall be proportional to the loading specified in Article 20, with the same wheel spacing.

22. A train load of 1,200 pounds per linear foot of one track shall be used in determining the stability of spans and towers against overturning.

23. In calculating the maximum stresses due to live load and centrifugal force when two, **Multiple Tracks.** three or four tracks are simultaneously loaded, use the following percentages of the specified live load:

For two tracks, loaded, 90 per cent.
For three tracks, loaded, 80 per cent.
For four tracks, loaded, 75 per cent.

Floors.

24. Wooden ties shall be designed for the maximum wheel load specified distributed over three ties and with 100 per cent. impact added. The fiber stress shall not exceed 2,000 pounds per square inch. The ties shall be not less than 10 feet in length. They shall be placed with openings not to exceed 4 inches in width and shall be secured against bunching. The maximum dap of ties shall be 1¼ inches.

25. Floors consisting of beams transverse to the axis of the structure shall be designed for a uniform live load of 15,000 pounds per linear foot for each track, when the minimum live load specified in Article 20 is used. When heavier loadings are used, this uniform load shall be increased proportionately.

26. Floors consisting of longitudinal beams shall be designed for the wheel loads specified.

27. In ballasted floor bridges, the live load shall be considered as uniformly distributed laterally over a width of 10 feet.

Impact.

28. The dynamic increment of the live load shall be added to the maximum computed live load stresses and shall be determined by the formula,

$$I = S \frac{300}{300 + \frac{L^2}{100}}, \text{ in which}$$

I=impact or dynamic increment to be added to the live-load stress.
S=computed maximum live-load stress.
L=the length in feet of the portion of the span which is loaded to produce the maximum stress in the member.

29. For bridges designed exclusively for electric traction, the impact stresses shall be taken as one-half of those given by the formula in Article 28.

30. Impact shall not be added to stresses produced by longitudinal or lateral forces, or by the train load specified in Article 22.

Eccentricity of Load on Curves.

31. For bridges on curves, provision shall be made for the increased load carried by any truss, girder or stringer due to the eccentricity of the load.

Lateral Forces.

32. The wind force on the structure shall be a moving load of 30 pounds per square foot on $1\frac{1}{2}$ times its vertical projection on a plane parallel with its axis, but not less than 200 pounds per linear foot at the loaded chord or flange, and 150 pounds per linear foot at the unloaded chord or flange.

The wind force on the train shall be a moving load of 300 pounds per linear foot on one track, applied 8 feet above the base of rail.

33. The lateral force to provide for the effect of the sway of the engines and train in addition to the wind loads specified in Article 32, shall be a moving load equal to 5 per cent. of the specified live load on one track, but not more than 400 pounds per linear foot, applied at the base of rail.

34. In proportioning the bracing, Articles 32 and 33 shall be combined.

Centrifugal Force.

35. On curves, the centrifugal force (assumed to act 6 feet above the rail) shall be taken equal to a percentage of the live load including impact according to the following table:

Degree of Curve	0° 30′	0° 40′	1°	2°	3°	4°	5°	6°	7°	8°	9°	10°	11°	12°
Percentage	2½	5	7½	10	10	10	10	10	10	10	10	10	10	10
Speed in miles per hour	80	80	80	65	53	46	41	38	35	33	31	29	28	27

36. Provision shall be made for the starting and stopping of trains, with a coefficient of friction on the engine drivers at 20 per cent. and on the remainder of the train at 10 per cent., applied at top of rail. **Longitudinal Force.**

(IV) UNIT STRESSES AND PROPORTIONING OF PARTS

37. The several parts of structures shall be so proportioned that the unit stresses will not exceed the following, except as modified in Articles 45 and 46:

	Pounds per sq. inch
Axial tension, net section	16,000
Axial compression, gross section	16,000
but not to exceed	$15{,}000 - 50\frac{l}{r}$
	12,500

l = the length of the member in inches.
r = the least radius of gyration of the member in inches.

Tension in extreme fibres of rolled shapes, built sections and girders, net section	16,000
Tension in extreme fibres of pins	16,000
Shear in plate girder webs and I-beam webs, net section	24,000
Shear in power-driven rivets and pins	12,000
Bearing on power-driven rivets, pins, outstanding legs of stiffener angles, and other steel parts in contact	12,000
	24,000

The above mentioned values for shear and bearing shall be reduced 25 per cent. for countersunk rivets, hand-driven rivets, floor-connection rivets, and turned bolts.

Bearing on expansion rollers, per linear inch	$600d$

d = the diameter of rollers in inches.

	Pounds per sq. inch
Bearing on granite masonry	800
Bearing on sandstone and limestone masonry	400
Bearing on concrete masonry	600

38. For cast steel in shoes and bearings, the above mentioned unit stresses shall apply.

39. The diagonal tension in webs of girders and rolled beams at sections where maximum shear and bending occur simultaneously, shall not exceed 16,000 pounds per square inch.

40. The effective bearing area of a pin, a bolt or a rivet shall be its diameter multiplied by the thickness of the piece, except that for countersunk rivets, half the depth of the countersink shall be omitted. **Effective Bearing Area.**

41. In proportioning rivets, the nominal diameter of the rivet shall be used. **Effective Diameter of Rivets.**

42. Wherever an additional counter would be required or reversal of stress would be caused, or heavier dimensioning would result, a member and its details shall be designed for a live load 50 per cent. greater than that given in Article 20, with an allowance of 50 per cent. increase in unit stresses. **Proportioning Web Members.**

Reversal of Stress.

43. Members subject to reversal of stress under the passage of the live load shall be proportioned as follows:

Determine the resultant tensile stress and the resultant compressive stress and increase each by 50 per cent. of the smaller; then proportion the member so that it will be capable of resisting either increased resultant stress. The connections shall be proportioned for the sum of the resultant stresses.

Combined Stresses.

44. Members subject to both axial and bending stresses (including bending due to floor beam deflection) shall be proportioned so that the combined fiber stresses will not exceed the allowed axial stress by more than 10 per cent. In members continuous over panel points, only three-fourths of the bending stress computed as for simple beams shall be added to the axial stress.

45. Members subject to stresses produced by a combination of dead load, live load, impact and centrifugal force, with either lateral or longitudinal forces, or bending due to lateral action, may be proportioned for unit stresses 25 per cent. greater than those specified in Article 37; but the section shall not be less than that required for dead load, live load, impact and centrifugal force.

Secondary Stresses.

46. Designing and detailing shall be done so as to avoid secondary stresses as far as possible. In ordinary trusses without sub-panelling, no account usually need be taken of the secondary stresses in any member whose width measured in the plane of the truss is less than one-tenth of its length. Where this ratio is exceeded, or where sub-panelling is used, secondary stresses due to deflection of the truss shall be computed. The unit stress specified in Article 37 may be increased one-third for a combination of the secondary stresses with the other stresses, but the section shall not be less than that required when secondary stresses are not considered.

Compression Flanges.

47. The gross area of the compression flanges of plate girders and rolled beams shall not be less than the gross area of the tension flanges when of the same cross section, but the stress per square inch of gross area shall not exceed

$$16{,}000 - 150\frac{l}{b}, \text{ in which}$$

l=the length of the unsupported flange, between lateral connections or knee braces.
b=the flange width.

(V) DETAILS OF DESIGN

Slenderness Ratios.

48. The ratio of length to least radius of gyration shall not exceed

100 for main compression members,
120 for wind and sway bracing,
140 for single lacing, and for double lacing not riveted at intersections,
170 for double lacing riveted at intersections.

49. The lengths of riveted tension members shall not exceed 200 times their least radius of gyration.

Depth Ratios.

50. The depth of trusses preferably shall be not less than one-tenth of the span. The depth of plate girders preferably shall be not less than one-twelfth of the span. The depth of rolled beams used as girders and the depth of solid floors preferably shall be not less than one-fifteenth of the span. If less depths than these are used, the section must be increased so that the maximum deflection will not be greater than if these limiting ratios had not been exceeded.

Parts Accessible.

51. Details shall be designed so that all parts will be accessible for inspection, cleaning and painting. Closed sections shall be avoided wherever possible.

52. Pockets or depressions which would hold water shall have efficient drain holes, or shall be filled with concrete. **Pockets.**

53. Members shall be connected so that their gravity axes will intersect in a point. Eccentric connections shall be avoided if practicable, but, if unavoidable, the members shall be proportioned so that the combined fiber stress will not exceed the allowed axial stress. **Eccentric Connections.**

54. The effective area of single angles in tension shall be assumed as the net area of the connected leg plus 50 per cent. of the area of the unconnected leg. Single angles connected by lug angles shall be considered as connected by one leg. **Effective Area of Angles.**

55. If web members are subject to reversal of stress, their end connections preferably shall be riveted. Adjustable counters shall have open turnbuckles. **Counters.**

56. Connections shall have a strength at least equal to that of the members connected, regardless of the computed stress. Connections shall be made, as nearly as practicable, symmetrical about the axis of the members. **Strength of Connections.**

57. No material less than five-sixteenths of an inch thick shall be used except for fillers, and no webs of girders or chords shall be less than three-eighths of an inch thick. **Limiting Thickness of Metal.**

58. Rivets shall be ¾-inch, ⅞-inch or 1 inch in diameter as specified. **Sizes of Rivets.**

59. The minimum distance between centers of rivet holes shall be three diameters of the rivet, but the distance preferably shall be not less than 3½ inches for 1-inch rivets, 3 inches for ⅞-inch rivets and 2½ inches for ¾-inch rivets. The maximum pitch in the line of stress for members composed of plates and shapes shall be 7 inches for 1-inch rivets, 6 inches for ⅞-inch rivets and 5 inches for ¾-inch rivets. For angles with two gage lines and rivets staggered, the maximum pitch in each line shall be twice the amounts given above. If two or more web plates are used in contact, stitch rivets shall be provided to make them act in unison. In compression members, the stitch rivets shall be spaced not more than 24 times the thickness of the thinnest plate in the direction perpendicular to the line of stress, and not more than 12 times the thickness of the thinnest plate in the line of stress. In tension members, the stitch rivets shall be not more than 24 times the thickness of the thinnest outer plate in either direction. In tension members composed of two angles in contact, a pitch of 12 inches may be used for riveting the angles together. **Pitch of Rivets.**

60. The minimum distance from the center of any rivet hole to a sheared edge shall be: 1¾ inches for 1-inch rivets, 1½ inches for ⅞-inch rivets and 1¼ inches for ¾-inch rivets; to a rolled edge 1½ inches, 1¼ inches and 1⅛ inches, respectively. The maximum distance from any edge shall be eight times the thickness of the plate, but shall not exceed 6 inches. **Edge Distance.**

61. The diameter of the rivets in any angle whose size is determined by calculated stress shall not exceed one-fourth of the width of the leg in which they are driven. In angles whose size is not so determined 1-inch rivets may be used in 3½-inch legs, ⅞-inch rivets in 3-inch legs, and ¾-inch rivets in 2½-inch legs. **Size of Rivets in Angles.**

62. Rivets which carry calculated stress and whose grip exceeds four and one-half diameters shall be increased in number at least one per cent. for each additional $\frac{1}{16}$-inch of grip. If the grip exceeds six times the diameter of the rivet, specially designed rivets shall be used. **Long Rivets.**

63. The pitch of rivets at the ends of built compression members shall not exceed four diameters of the rivet for a distance equal to one and one-half times the maximum width of the member. **Pitch of Rivets at Ends.**

64. In built compression members, the metal shall be concentrated in the webs and flanges. The thickness of each web shall be not less than one-thirtieth of the distance between the lines of rivets connecting it to the flanges. The thickness of cover plates shall be not less than one-fortieth of the distance between the nearest rivet lines. **Compression Members.**

Outstanding Legs of Angles.

65. The width of the outstanding legs of angles in compression (except when reinforced by plates) shall not exceed the following:

(*a*) For stringer flange angles, ten times the thickness.

(*b*) For main members carrying axial stress, twelve times the thickness.

(*c*) For bracing and other secondary members, fourteen times the thickness.

Stay Plates.

66. The open sides of compression members shall be provided with lacing bars and shall have stay plates as near each end as practicable. Stay plates shall be provided at intermediate points where the lacing is interrupted. In main members, the length of the end stay plates shall be not less than 1¼ times the distance between the lines of rivets connecting them to the outer flanges, and the length of intermediate stay plates shall be not less than three-quarters of that distance. Their thickness shall be not less than one-fiftieth of the same distance.

67. Tension members composed of shapes shall have their separate segments stayed together. The stay plates shall have a length not less than two-thirds of the lengths specified for stay plates on compression members.

Lacing.

68. The lacing of compression members shall be proportioned to resist a shearing stress of 2½ per cent. of the direct stress. The section shall be made as required by Articles 37 and 48, in which l shall be taken as the distance between connections of the lacing to the main sections.

The minimum width of lacing bars shall be 3 inches for 1-inch rivets, 2¾ inches for ⅞-inch rivets, 2½ inches for ¾-inch rivets, and 2 inches for ⅝-inch rivets.

69. In members composed of side segments and a cover plate, with the open side laced, one-half the shear shall be considered as taken by the lacing. Where double lacing is used, the shear in the plane of the lacing shall be equally distributed between the two systems.

70. Lacing bars of compression members shall be so spaced that the $\frac{l}{r}$ of the portion of the flange included between their connections will be not greater than 40, and not greater than two-thirds of the $\frac{l}{r}$ of the member.

71. In connecting lacing bars to flanges, ⅝-inch rivets shall be used for flanges less than 2½ inches wide, ¾-inch rivets for flanges from 2½ to 3½ inches wide, and ⅞-inch rivets for flanges 3½ or more inches wide. Lacing bars with at least two rivets in each end shall be used for flanges over 5 inches wide.

72. The angle of lacing bars with the axis of the member shall be not less than 45 degrees for double lacing, and 60 degrees for single lacing. If the distance between rivet lines in the flanges is more than 15 inches and a single-rivet bar is used, the lacing shall be double and riveted at the intersections.

Splices.

73. Abutting joints in compression members faced for bearing shall have component parts spliced. The gross area of the splice material shall be not less than 50 per cent. of the gross area of the smaller member. In determining the number of rivets in compression splices, the stress in the splice material shall be taken as 15,000 pounds per square inch of gross area.

74. Joints in riveted work not faced for bearing, whether in tension or compression, shall be fully spliced.

Net Section at Pins.

75. In pin connected riveted tension members, the net section across the pin hole shall be not less than 140 per cent. and the net section back of the pin hole not less than 100 per cent. of the net section of the body of the member, and there shall be sufficient rivets to make the material effective.

Net Section Defined.

76. The net section of riveted members shall be the least area which can be obtained by deducting from the gross sectional area the areas of holes cut by any plane perpendicular to the

axis of the member and parts of the areas of other holes on one side of the plane within a distance of four inches, which are on gage lines one inch or more from those of the holes cut by the plane, the parts being determined by the formula:

$$A\left\{1-\frac{P}{4}\right\}, \text{ in which}$$

A=the area of the hole.
P=the distance in inches of the center of the hole from the plane.

77. In determining the net section, the diameter of the rivet hole shall be taken one-eighth-inch larger than the nominal diameter of the rivet.

Pin Plates.

78. Where necessary, pin-holes shall be reinforced by plates. These plates shall be connected so as to distribute the bearing pressure proportionately over the full cross-section with a minimum of eccentricity. At least one full-width plate on each segment shall extend 6 inches beyond the near edge of the batten-plate.

Indirect Splices.

79. If splice plates are not in direct contact with the parts which they connect, rivets shall be used on each side of the joint in excess of the number required in the case of direct contact to the extent of two extra lines for each intervening plate.

Fillers.

80. Where rivets carrying stress pass through fillers, the fillers shall be extended beyond the connected member and the extension secured by additional rivets sufficient to develop the value of the filler.

Forked Ends.

81. Forked ends on compression members will be permitted only where unavoidable. Where forked ends are used, a sufficient number of pin plates shall be provided to make the jaws of twice the sectional area of the member and they shall be extended as far as necessary in order to carry the stress of the main member into the jaws, but shall not be shorter than required by Article 78.

Pins.

82. Pins shall be long enough to secure a full bearing of all parts connected upon the turned body of the pin. They shall be secured by chambered nuts or by solid nuts with washers. Where the pins are bored, through rods with cap washers may be used. The screw ends shall be long enough to admit of burring the threads.

83. Pin connected members shall be held against lateral movement on the pins.

Bolts.

84. Where members are connected by bolts, the turned bodies of the bolts shall be long enough to extend through the metal. A washer at least ¼-inch thick shall be used under the nut. Bolts shall not be used except by special permission.

Upset Ends.

85. Bars with screw ends shall be upset so that the area at the root of the thread will be at least 15 per cent. larger than in the body of the bar.

Sleeve Nuts.

86. Sleeve nuts shall not be used.

Expansion.

87. Provision shall be made for expansion and contraction at the rate of one inch for every 100 feet in length. The expansion ends shall be secured against lateral movement. In spans more than 250 feet in length, provision shall be made for expansion in the floor.

Where practicable the fixed end of a span must be as follows—letters indicating order of importance:

(*a*) At the end connecting with trestle approach.
(*b*) At one abutment.
(*c*) At the lowest pier.
(*d*) When the structure is on a grade, in the absence of other governing conditions, at the down grade end.
(*e*) In structures consisting of several spans, anchorage to be arranged so that no pier shall carry the fixed end of more than one span.

Expansion Bearings.

88. Spans more than 70 feet in length shall have rollers at one end. Spans of less length shall be arranged to slide on smooth surfaces.

Fixed Bearings.

89. Bearings and ends of spans shall be secured against lateral motion.

Rollers.

90. Expansion rollers shall be not less than 6 inches in diameter. They shall be coupled together with substantial side bars, which shall be so arranged that the rollers can be cleaned readily. Rollers shall be geared to the upper and lower plates.

Pedestals and Shoes.

91. Pedestals and shoes preferably shall be made of cast steel. The difference between the top and bottom bearing widths shall not exceed twice the depth. For hinged bearings, the depth shall be measured from the center of the pin. Where built pedestals and shoes are used, the web plates and the angles connecting them to the base plate shall be not less than $\frac{3}{4}$-inch thick. If the size of the pedestal permits, the webs shall be rigidly connected transversely. The minimum thickness of the metal in cast steel pedestals shall be one inch. Pedestals and shoes shall be so constructed that the load will be distributed uniformly over the entire bearing. Spans more than 70 feet in length shall have hinged bearings at each end.

Inclined Bearings.

92. For spans on an inclined grade and without hinged bearings, the sole or masonry plates shall be beveled so that the masonry surfaces will be level.

Name Plates.

93. There shall be a name plate, showing in raised letters and figures the name of the manufacturer and the year of construction, bolted to the bridge near each end at a point convenient for inspection.

Year Plate.

94. To one plate girder of each pair, on the outside of web and as near the center as practicable, shall be riveted a small neat cast-iron plate with the year of erection only thereon in raised Roman figures 6 inches high. A similar plate shall be riveted to the upper surface of an inclined post at each end of each deck span. On all through spans the year of erection shall be cut out of the portal plate, using Roman figures not less than 8 inches high.

(VI) FLOORS

End Floor Beams.

95. Spans with floor systems shall preferably have end floor-beams.

Floor Members.

96. Floor members shall be designed with special reference to stiffness.

97. Specifications for plate girders shall apply to floor-beams and stringers.

Spacing of Stringers.

98. Stringers usually shall be spaced 6 feet 6 inches center to center. If four stringers are used under one track, each pair shall be spaced symmetrically about the rail.

I-Beam Girders.

99. Rolled beams supporting timber decks shall be arranged with not more than four beams under each rail. The beams in each group shall be placed symmetrically about the rail, and shall be spaced sufficiently far apart to permit cleaning and painting. They shall be connected by solid web diaphragms near the ends and at intermediate points, spaced not over twelve times the flange width. Bearing plates shall be continuous under each group of beams. End stiffeners shall be used if required by the provisions of Article 37.

Floor-Beam Connections.

100. Floor-beams preferably shall be square to the girders or trusses. They shall be riveted directly to the girders or between the posts of through and deck truss spans.

End Connection Angles.

101. The legs of stringer connection angles shall be not less than 4 inches in width, and not less than $\frac{5}{8}$-inch in thickness before facing. Shelf angles shall be provided to support the stringers during erection, but the connection angles shall be sufficient to carry the whole load. Stringers in through spans shall be riveted between the floor-beams.

Stringer Frames.

102. Where two lines of stringers are used under each track in panels more than 20 feet in length, they shall be connected by cross-frames.

(VII) BRACING

Design of Bracing.

103. Lateral, longitudinal and transverse bracing shall be composed of shapes with riveted connections. Lateral bracing shall have concentric connections to chords at end joints, and preferably throughout. The connections between the lateral bracing and the chords shall be designed to avoid, as far as practicable, any bending stress in the truss members.

104. When a double system of bracing is used, both systems may be considered simultaneously effective if the members meet the requirements, both as tension and compression members.

Lateral Bracing.

105. Bottom lateral bracing shall be provided in all bridges except deck plate girder spans less than 50 feet long, from which it may be omitted. Continuous steel or concrete floors will be considered lateral bracing.

106. Top lateral bracing shall be provided in deck spans and in through spans having sufficient head room.

Portal and Sway Bracing.

107. Deck truss spans shall have sway bracing at each panel point. The top lateral loads preferably shall be carried to the supports by means of a complete top lateral system, or the loads may be considered as transferred to the bottom lateral system at each sway frame.

108. Through truss spans shall have portal bracing, with knee braces, as deep as the specified clearance will allow.

109. Through truss spans shall have sway bracing at each intermediate panel point if the height of the trusses is such as to permit of a depth of 6 feet or more for the bracing. When the height of the trusses will not permit of such depth, the top lateral struts shall be of the same depth as the chord and shall have knee braces.

Cross-Frames.

110. Deck plate girder spans shall be provided with cross-frames at each end proportioned to resist centrifugal and lateral forces, and shall have intermediate cross-frames at intervals not exceeding 18 feet.

Laterals.

111. The smallest angle to be used in lateral bracing shall be 3 by 3 by $\frac{5}{16}$ inches. There shall be not less than three rivets at each end connection of the angles. Angles shall be connected at their intersections by plates.

Clearance.

112. Lateral bracing beneath the track shall be low enough to clear the ties.

(VIII) PLATE GIRDERS

Spacing of Girders.

113. The girders of deck bridges usually shall be spaced 6 feet 6 inches between centers, except that:

(*a*) In single-track deck spans 75 or more feet in length, the girders shall be spaced in accordance with paragraph 12, but not less than 7 feet 6 inches between centers.

(*b*) In bridges on curves, the girders shall be spaced as shown on the plans.

Design of Plate Girders.

114. Plate girders shall be proportioned by assuming that the flanges are concentrated at their centers of gravity, but in no case beyond the back of the flange angles. One-eighth of the gross section of the web may be considered as flange area, provided the web is properly spliced to transmit its bending moment. For unusual sections, the net section modulus shall be used.

Flange Sections.

115. The flange angles shall form as large a part of the area of the flange as practicable. Side plates shall not be used except when flange angles exceeding one inch in thickness otherwise would be required.

116. Flange plates shall be equal in thickness, or shall diminish in thickness from the flange angles outward. No plate shall have a thickness greater than that of the flange angles.

117. Where flange cover plates are used, one cover plate of the top flange shall extend the full length of the girder. Other flange plates shall extend at least 18 inches beyond the theoretical end.

Flange Rivets.

118. The flanges of plate girders shall be connected to the web with a sufficient number of rivets to transfer to the flange section the horizontal shear at any point combined with any load that is applied directly on the flange. One wheel load, where ties rest on the flange, shall be assumed to be distributed over 3 feet.

Flange Splices.

119. Splices in flange members shall not be used except by special permission of the Engineer. Two members shall not be spliced at the same cross-section and, if practicable, splices shall be located at points where there is an excess of section. The net section of the splice shall exceed by 10 per cent. the net section of the member spliced. Flange angle splices shall consist of two angles, one on each side.

Web Splices.

120. Web plates shall be symmetrically spliced by plates on each side. The splice plates for shear shall be of the full depth of the girders between flanges. The splice shall be equal to the web in strength in both shear and moment. There shall be not less than two rows of rivets on each side of the joint.

End Stiffeners.

121. Plate girders shall have stiffener angles over end bearings, the outstanding legs of which will extend as nearly as practicable to the outer edge of the flange angles. These end stiffeners shall be proportioned for bearing of the outstanding legs on the flange angles, and shall be arranged to transmit the end reaction to the pedestals or distribute it over the masonry bearings. They shall be connected to the web by enough rivets to transmit the reaction. End stiffeners shall not be crimped.

Intermediate Stiffeners.

122. The webs of plate girders shall be stiffened by angles at intervals not greater than:

(*a*) Six feet.

(*b*) The depth of the web.

(*c*) The distance given by the formula $d = \frac{t}{40}(12{,}000 - S)$

d=the distance between rivet lines of stiffeners in inches.
t=the thickness of the web in inches.
S=web shear in pounds per square inch at the point considered.

123. If the depth of the web between the flange angles or side plates is less than 50 times the thickness of the web, intermediate stiffeners may be omitted.

124. Stiffener angles shall be placed at points of concentrated loading. Such angles shall not be crimped.

125. Intermediate stiffeners shall be riveted in pairs to the web of the girder. The outstanding leg of each angle shall not be less than 2 inches plus one-thirtieth of the depth of the girder, nor more than 16 times its thickness.

Gusset Plates in Through Girders.

126. In through plate girder spans, the top flanges shall be braced by means of gusset plates or knee braces with solid webs connected to the floor-beams and extending usually to the clearance line. If the unsupported length of the inclined edge of the gusset plate exceeds 18 inches, the gusset plate shall have one or two stiffening angles riveted along its edge. The gusset plate shall be riveted to a stiffener angle on the girder. Preferably it shall form no part of the floor-beam web.

127. In through plate girder spans with solid floors, there shall be knee-braces with $\frac{3}{8}$-inch webs, extending usually to the clearance line, at intervals of about 12 feet. Each knee-brace shall be well riveted to the floor and the girder, especially at the top, and shall have its edge reinforced by one or two angles.

128. If through plate girders project two feet or more above the base of the rail, the upper corners shall be rounded. In multiple span bridges, usually only the extreme ends shall be rounded. Exposed ends of through girders shall be neatly finished with end plates. **Ends of Through Girders.**

129. Deck plate girder spans less than 50 feet in length shall be shipped riveted complete, unless otherwise specified. **Spans Shipped Riveted.**

130. End bearings on masonry preferably shall be raised above the coping by metal pedestals. **Masonry Bearings.**

131. Sole plates shall be not less than ¾-inch thick and not less in thickness than the flange plus ⅛-inch. Preferably they shall not be longer than 18 inches.

132. Anchor bolts shall be 1¼ inches in diameter and shall extend 12 inches into the masonry. There shall be washers under the nuts. Anchor bolt holes in pedestals and sole plates shall be 1⅝ inches in diameter, except that at expansion points the holes in the sole plates shall be slotted. **Anchor Bolts.**

(IX) TRUSSES

133. Trusses shall have single intersection web systems and, preferably, inclined end posts. The top chords and end posts shall be made usually of two side segments with one cover plate and with stay plates and lacing on the open side. The bottom chords of riveted trusses shall be symmetrically made, usually of vertical side plates with flange angles. Web members shall be made of symmetrical sections. **Type of Truss and Sections of Members.**

134. The length of members of truss spans shall be such that the camber will be equal to the deflection produced by the combined dead and live loads without impact. **Camber.**

135. In pin-connected trusses, hip verticals (and members performing similar functions) and, in single track spans, the two panels at each end of the bottom chords shall be riveted members. **Riveted Members in Pin-Connected Trusses.**

136. The cross sectional area of the head through the center of the pin hole shall exceed that of the body of the eye-bar by at least 37½ per cent. The thickness of the bar shall be not less than one-eighth of the width nor less than one inch, and not greater than two inches. The form of the head shall be submitted to the Engineer for approval before the bars are made. The diameter of the pin shall be not less than seven-eighths of the width of the widest bar attached. **Eye-Bars.**

137. The eye-bars of a set shall be packed symmetrically about the plane of the truss and as nearly parallel as practicable, but in no case shall the inclination of any bar to the plane of the truss exceed $\frac{1}{16}$-inch per foot. They shall be packed as closely as practicable. They shall be held against lateral movement, and arranged so that adjacent bars in the same panel will not be in contact. **Packing.**

138. The thickness of gusset plates connecting the chords and web members of the truss shall be proportionate to the stress to be transferred, but shall not be less than ½-inch. **Gusset Plates.**

139. Provision shall be made for lifting the span at the ends. **Facilities for Lifting Span.**

140. Masonry plates shall not be less than one inch thick. **Masonry Plates.**

(X) VIADUCTS

141. Viaducts shall consist usually of alternate tower spans and free spans of plate girders or riveted trusses supported on bents. The tower spans usually shall be not less than 30 feet long. **Type of Viaduct.**

142. Viaduct bents shall be composed preferably of two supporting columns, and the bents usually shall be united in pairs to form towers. Horizontal diagonal bracing shall be placed in all towers having more than two vertical panels at alternate intermediate panel points. In double track towers, provision shall be made for the transmission of the longitudinal force to both sides. **Bents and Towers.**

Single Bents. **143.** Where long spans are supported on short single bents, such bents shall have hinged ends, or else have their columns and anchorages proportioned to resist the bending stresses produced by changes in temperature.

Bottom Struts. **144.** The bottom struts of viaduct towers shall be proportioned for the calculated stresses, but in no case for less than one-fourth of the dead load reaction on one pedestal, considered as compressive stress. Provision shall be made in the column bearings for expansion of the tower bracing.

Batter. **145.** The columns usually shall have a batter transversely of one horizontal to six vertical for single track viaducts, or one horizontal to eight vertical for double track viaducts.

Depth of Girders. **146.** The depths of girders in viaducts preferably shall be uniform.

Spacing of Girders. **147.** In single track viaducts, the girder spacing usually shall be uniform throughout, and shall be determined by the spacing for the longest span in the viaduct, according to the rules specified for deck plate girder spans.

148. In double track viaducts, the girders under each track usually shall be spaced 6 feet 6 inches between centers, and the inner lines of girders shall be supported by cross-girders framed between and riveted to the posts.

Girder Connections and Bracing. **149.** Girders of tower spans shall be fastened at each end to the tops of the posts or cross-girders. Girders between towers shall have one end riveted, and shall be provided with an effective expansion joint at the other end. No bracing or sway frame shall be common to abutting spans.

150. If neither of the girders under a track rests directly over a tower post, bracing shall be provided to carry the longitudinal force into the tower bracing without producing lateral bending stress in the cross-girders or posts.

Sole and Masonry Plates. **151.** Sole and masonry plates shall be not less than ¾-inch thick.

Anchorage for Towers. **152.** Anchor bolts for viaduct towers and similar structures shall be designed to engage a mass of masonry the weight of which is at least one and one-half times the uplift.

(XI) MATERIALS*

(a) Structural and Rivet Steel

Process. **153.** The steel shall be made by the open-hearth process.

Properties. **154**(*a*). The steel shall conform to the following requirements as to chemical composition:

		Structural Steel	*Rivet Steel*
Phosphorus	Acid	Not over 0.06 per cent.	Not over 0.04 per cent.
	Basic	Not over 0.04 per cent.	Not over 0.04 per cent.
Sulphur		Not over 0.05 per cent.	Not over 0.045 per cent.

(*b*). The steel shall conform to the following requirements as to physical properties, except as specified in Articles 160 and 161:

Properties Considered	Structural Steel	Rivet Steel
Tensile strength.....pounds per sq. inch	55,000—65,000	46,000—56,000
Yield point, min.....pounds per sq. inch	30,000 a	25,000 a
Elongation in 8 inches, min.....per cent.	1,500,000 b / tens. str.	1,500,000 / tens. str.
Elongation in 2 inches, min.....per cent.	22	—

*Specifications for materials conform to A.S.T.M. Standards, Serials A7-24, A27-24 and A48-18.
a—In no case less than 0.5 tensile strength.
b—See Article 161.

(*c*) FORGINGS—All steel forgings to be in accordance with Specifications A. S. T. M., A 18-21, Class "C", annealed.

Ladle Analyses.

155. An analysis of each melt of steel shall be made by the manufacturer to determine the percentages of carbon, manganese, phosphorus and sulphur. This analysis shall be made from a test ingot taken during the pouring of the melt. The chemical composition thus determined shall be reported to the Engineer, and shall conform to the requirements specified in Article 157.

Check Analyses.

156. Analyses may be made by the Engineer from finished material representing each melt. The phosphorus and sulphur content thus determined shall not exceed that specified in Article 154 by more than 25 per cent.

Specimen Tension Tests of Eye-Bar Material.

157. In order to meet the required minimum tensile strength of full size annealed eye-bars specified in Article 271, the Contractor may determine the tensile strength to be obtained in specimen tests; the range shall not exceed 14,000 pounds per sq. in., and the maximum shall not exceed 74,000 pounds per sq. in. The material shall conform to the requirements as to physical properties, other than that of tensile strength, specified in Articles 160 and 163.

Yield Point.

158. The yield point shall be determined by the drop of the beam of the testing machine.

Speed of Testing Machine.

159. *The cross-head speed of the testing machine shall be such that the beam of the machine can be kept balanced, but in no case shall the values given in the following table be exceeded:

	Maximum Cross-head Speed (ins. per minute) in Determining:	
Gage Length of Specimen	*Yield Point*	*Tensile Strength*
2 in.	0.5	2.0
8 in.	2.0	6.0

*Note.—This article conforms to A.S.T.M. Standard Methods of Mechanical Testing, Serial E1-18.

Modifications in Elongation.

160. For structural steel over ¾-inch in thickness, a deduction from the percentage of elongation in 8 inches specified in Article 154 of 0.25 per cent. shall be made for each increase of $\frac{1}{32}$-inch of the specified thickness above ¾-inch, to a minimum of 18 per cent.

161. For structural steel under $\frac{5}{16}$-inch in thickness, a deduction from the percentage of elongation in 8 inches specified in Article 154 of 1.25 per cent. shall be made for each decrease of $\frac{1}{32}$-inch of the specified thickness below $\frac{5}{16}$-inch.

Bend Tests.

162. The test specimens (except as specified in Articles 163 and 164) shall bend cold through 180 degrees without cracking on the outside of the bent portion, as follows:

(*a*) For material ¾-inch or less in thickness, flat on itself.

(*b*) For material more than ¾-inch to and including 1¼ inches in thickness, around a pin the diameter of which is equal to the thickness of the specimen.

(*c*) For material more than 1¼ inches in thickness, around a pin the diameter of which is equal to twice the thickness of the specimen.

163. The test specimens for eye-bar flats shall bend cold through 180 degrees without cracking on the outside of the bent portion as follows:

(*a*) For material ¾-inch or less in thickness, around a pin the diameter of which is equal to the thickness of the specimen.

(*b*) For material more than ¾-inch to and including 1¼ inches in thickness, around a pin the diameter of which is equal to twice the thickness of the specimen.

(*c*) For material more than 1¼ inches in thickness, around a pin the diameter of which is equal to three times the thickness of the specimen.

164. The test specimens for rivet steel shall bend cold through 180 degrees flat on themselves without cracking on the outside of the bent portion.

Test Specimens.

165. Test specimens shall be prepared for testing from the material in its rolled or forged condition, except as specified in Articles 166 and 167.

166. Test specimens for annealed material shall be prepared from the material as annealed for use, or from a short length of a full section similarly treated.

167. Test specimens for rivet bars which have been cold-drawn shall be normalized before testing.

168. Test specimens shall be taken longitudinally and (except as specified in Articles 169 and 170) shall be of the full thickness or section of material as rolled.

Test specimens for plates, shapes and flats may be machined to the form and dimensions shown in Fig. 4, or with both edges parallel. Bend test specimens for eye-bar flats may have three rolled sides.

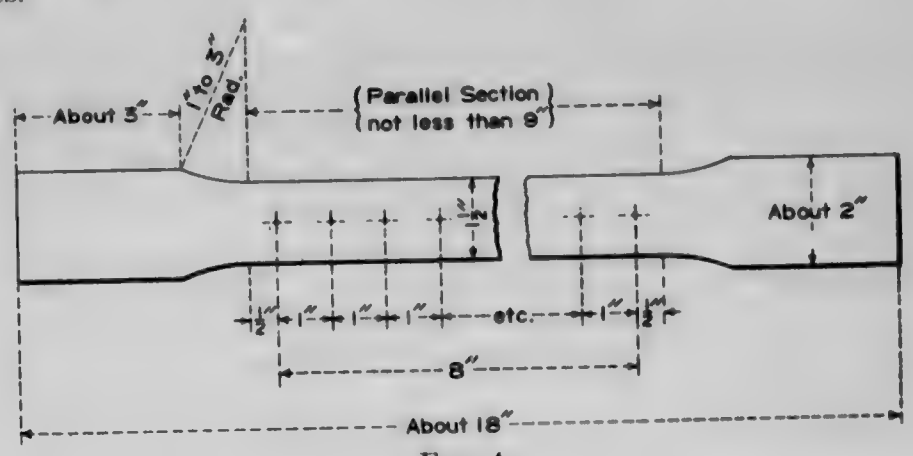

FIG. 4

169. Tension test specimens for material over 1½ inches in thickness or diameter, except pins and rollers, may be machined to a thickness or diameter of at least ¾-inch for a length of at least 9 inches, or they may conform to the dimensions shown in Fig. 5.

Bend test specimens for material over 1½ inches in thickness or diameter, except eye-bar flats, pins and rollers, may be machined to a thickness or diameter of at least ¾-inch or to 1 by ½-inch in section.

170. Tension test specimens for pins and rollers shall conform to the dimensions shown in Fig. 5 and bend test specimens shall be 1 by ½-inch in section.

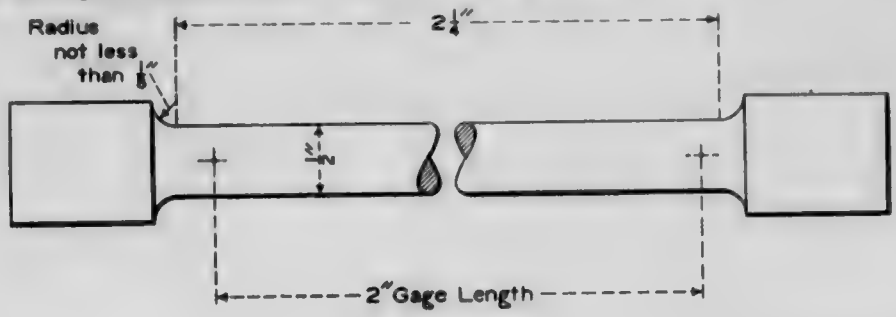

FIG. 5

The tension test specimen shown in Fig. 5 and the 1 by ½-inch bend test specimen for pins and rollers shall be taken so that the axis is 1 inch from the surface.

NOTE.—The gage length, parallel portions and fillets shall be as shown, but the ends may be of any form which will fit the holders of the testing machine in such a way that the load will be axial.

171. The machined sides of rectangular bend test specimens may have the corners rounded to a radius not over $\frac{1}{16}$-inch.

Number of Tests.

172. One tension and one bend test shall be made from each melt, except that if material from one melt differs $\frac{3}{8}$-inch or more in thickness, one tension and one bend test shall be made from both the thickest and the thinnest material rolled.

173. If any test specimen shows defective machining or develops flaws, it may be discarded and another specimen substituted.

174. If the percentage of elongation of any tension test specimen is less than that specified in Article 154, and any part of the fracture is more than $\frac{3}{4}$-inch from the center of the gage length of a 2-inch specimen or is outside the middle third of the gage length of an 8-inch specimen, as indicated by scribe scratches marked on the specimen before testing, a retest shall be allowed.

Finish.

175. The finished material shall be free from injurious defects and shall have a workmanlike finish.

Permissible Variations in Weight and Thickness.

176. The cross-section or weight of each piece of steel shall not vary more than 2.5 per cent. from that specified, except in the case of sheared plates, which shall be covered by the following permissible variations. One cubic inch of rolled steel is assumed to weigh 0.2833 pound.

(*a*) When ordered to weight per square foot, the weight of each lot in each shipment shall not vary from the weight ordered more than the amount given in Table I. The term "lot" as applied to Table I means all of the plates of each group width and group weight.

(*b*) When ordered to thickness, the thickness of each plate shall not vary more than 0.01 inch under that ordered. The overweight of each lot in each shipment shall not exceed the amount given in Table II. The term "lot" as applied to Table II means all of the plates of each group width and group thickness.

Table I.—Permissible Variations of Plates Ordered to Weight

ORDERED WEIGHT, Lbs. per Sq. Ft.	PERMISSIBLE VARIATIONS IN AVERAGE WEIGHTS PER SQUARE FOOT OF RECTANGULAR PLATES FOR WIDTHS GIVEN, EXPRESSED IN PERCENTAGES OF ORDERED WEIGHTS																	
	Under 48 In.		48 to 60 In., Excl.		60 to 72 In., Excl.		72 to 84 In., Excl.		84 to 96 In., Excl.		96 to 108 In., Excl.		108 to 120 In., Excl.		120 to 132 In., Excl.		132 in. or Over.	
	Over.	Under.	Over.	Under.	Over.	Under.	Over.	Under.	Over.	Under.	Over.	Under.	Over.	Under.	Over.	Under.	Over.	Under.
Under 5	5	3	5.5	3	6	3	7	3	....	....	....	....	....	....	....	....	....	....
5 to 7.5, excl.	4.5	3	5	3	5.5	3	6	3	....	....	....	....	....	....	....	....	....	....
7.5 to 10, excl.	4	3	4.5	3	5	3	5.5	3	6	3	7	3	8	3	....	....	....	....
10 to 12.5, excl.	3.5	2.5	4	3	4.5	3	5	3	5.5	3	6	3	7	3	8	3	9	3
12.5 to 15, excl.	3	2.5	3.5	2.5	4	3	4.5	3	5	3	5.5	3	6	3	7	3	8	3
15 to 17.5, excl.	2.5	2.5	3	2.5	3.5	2.5	4	3	4.5	3	5	3	5.5	3	6	3	7	3
17.5 to 20, excl.	2.5	2	2.5	2.5	3	2.5	3.5	2.5	4	3	4.5	3	5	3	5.5	3	6	3
20 to 25, excl.	2	2	2.5	2	2.5	2.5	3	2.5	3.5	2.5	4	3	4.5	3	5	3	5.5	3
25 to 30, excl	2	2	2	2	2.5	2	2.5	2.5	3	2.5	3.5	3	4	3	4.5	3	5	3
30 to 40, excl.	2	2	2	2	2	2	2.5	2	2.5	2.5	3	2.5	3.5	3	4	3	4.5	3
40 or over	2	2	2	2	2	2	2	2	2.5	2	2.5	2.5	3	2.5	3.5	3	4	3

NOTE.—The weight per square foot of individual plates shall not vary from the ordered weight by more than one and one-third times the amount given in this table.

Table II.—Permissible Overweights of Plates Ordered to Thickness

ORDERED THICKNESS, Inches.	PERMISSIBLE EXCESS IN AVERAGE WEIGHTS PER SQUARE FOOT OF RECTANGULAR PLATES FOR WIDTHS GIVEN, EXPRESSED IN PERCENTAGES OF NOMINAL WEIGHTS								
	Under 48 In.	48 to 60 In., Excl.	60 to 72 In., Excl.	72 to 84 In., Excl.	84 to 96 In., Excl.	96 to 108 In., Excl.	108 to 120 In., Excl.	120 to 132 In., Excl.	132 In. or Over.
Under 1/8	9	10	12	14	.....	.....	.....	.....	.....
1/8 to 3/16, excl.	8	9	10	12	.....	.....	.....	.....	.....
3/16 to 1/4, excl.	7	8	9	10	12	.....	.....	.....	.....
1/4 to 5/16, excl.	6	7	8	9	10	12	14	16	19
5/16 to 3/8, excl.	5	6	7	8	9	10	12	14	17
3/8 to 7/16, excl.	4.5	5	6	7	8	9	10	12	15
7/16 to 1/2, excl.	4	4.5	5	6	7	8	9	10	13
1/2 to 5/8, excl.	3.5	4	4.5	5	6	7	8	9	11
5/8 to 3/4, excl.	3	3.5	4	4.5	5	6	7	8	9
3/4 to 1	2.5	3	3.5	4	4.5	5	6	7	8
1 or over	2.5	2.5	3	3.5	4	4.5	5	6	7

Marking.

177. The name or brand of the manufacturer and the melt number shall be legibly stamped or rolled on all finished material, except that rivet and lattice bars and other small sections shall, when loaded for shipment, be separated properly and marked for identification. The identification marks shall be stamped legibly on the end of each pin and roller. The melt number shall be marked legibly by stamping if practicable, on each test specimen.

Inspection and Rejection.

178(*a*). The inspector representing the Company shall have free entry at all times, while work on the contract of the Company is being performed, to all parts of the manufacturer's works which concern the manufacture of the material ordered. The manufacturer shall afford the inspector free of cost all reasonable facilities to satisfy him that the material is being furnished in accordance with these specifications. All tests (except check analyses) and inspections shall be made at the place of manufacture prior to shipment, unless otherwise specified, and shall be so conducted as not to interfere unnecessarily with the operation of the works.

The manufacturer shall furnish, without charge, test specimens, as specified herein, and all labor, testing machines and tools necessary to make the specimen and full-size tests.

(*b*). Unless otherwise specified, any rejection based on tests made in accordance with Article 156 shall be reported within five working days from the receipt of the samples.

Material which shows injurious defects subsequent to its acceptance at the manufacturer's works will be rejected, and the manufacturer shall be notified.

(*c*). Samples tested in accordance with Article 156, which represent rejected material, shall be preserved for two weeks from the date of the test report. In case of dissatisfaction with the results of the tests, the manufacturer may make claim for a rehearing within that time.

(b) Cast Steel

Process.

179. Cast steel shall be made by the open hearth or the crucible process.

Heat Treatment.

180. Castings shall be annealed.

181. Test specimens of cast steel shall conform to the following requirements as to chemical composition and tensile properties: **Chemical and Physical Properties.**

Maximum Phosphorus per cent.	*Maximum Sulphur per cent.*	*Min. Ten. Strength lbs. per sq. in.*	*Minimum Yield Point lbs. per sq. in.*	*Min. Elongation in 2 in. per cent.*	*Minimum Reduction of Area per cent.*
0.05	0.06	60,000	0.45 Times Ten. Strength	24	35

182. An analysis of each melt of steel shall be made by the manufacturer to determine the percentages of carbon, manganese, phosphorus and sulphur. This analysis shall be made from drillings taken at least ¼-inch beneath the surface of a test ingot obtained during the pouring of the melt. The chemical composition thus determined shall be reported to the Engineer. **Ladle Analyses.**

183. Check analyses may be made by the Engineer from a broken tension or bend test specimen. The phosphorus and sulphur content thus determined shall not exceed that specified in Article 181 by more than 20 per cent. Drillings for analysis shall be taken not less than ¼-inch beneath the surface. **Check Analyses.**

184. The yield point shall be determined by the drop of the beam of the testing machine. The speed of the machine shall conform to the requirements of Article 159. **Yield Point.**

185. The test specimen shall bend cold through 120 degrees around a 1-inch pin without cracking on the outside of the bent portion. **Bend Test.**

186. Sufficient test bars from which the test specimens required by Article 189 may be selected, shall be attached to castings weighing 500 pounds or more, when the design of the castings will permit. If the castings weigh less than 500 pounds or are of such a design that test bars cannot be attached, two test bars shall be cast to represent each melt. Test bars shall be annealed with the castings they represent. **Test Specimens.**

187. Tension test specimens shall conform to the dimensions shown in Fig. 5.

188. Bend test specimens shall be machined to 1 inch by ½-inch in section with corners rounded to a radius not over $\frac{1}{16}$-inch.

189. One tension and one bend test shall be made from each annealing charge. If more than one melt is represented in the annealing charge, one tension and one bend test shall be made from each melt. **Number of Tests.**

190. If the percentage of elongation of any tension test specimen is less than that specified in Article 181 and any part of the fracture is more than ¾-inch from the center of the gage length, as indicated by scribe scratches marked on the specimen before testing, a retest shall be allowed.

191. If the results of the physical tests of any test lot do not conform to the requirements specified, the manufacturer may re-anneal such lot not more than twice and retests shall be made as specified in Article 181.

192. The castings shall conform substantially to the drawings and shall be made in a workmanlike manner. The castings shall be free from injurious defects. **Workmanship and Finish at Foundry.**

193. Tests and inspection shall be made at the place of manufacture prior to shipment, and shall be so conducted as not to interfere unnecessarily with the operation of the works. **Inspection at Foundry.**

194. Castings which show injurious defects, subsequent to their acceptance at the manufacturer's works, will be rejected, and the manufacturer shall be notified. **Rejection.**

(C) Cast Iron

Process.

195. Cast iron shall be of tough gray iron, and shall be made by the cupola process.

Finish.

196. Castings shall be true to pattern and free from excessive shrinkage. They shall be free from cracks, cold shuts, blow holes and other flaws.

Chemical Composition.

197. The sulphur content of cast iron shall not exceed the following:

Light castings.....0.10 per cent.
Medium castings.....0.10 per cent.
Heavy castings.....0.12 per cent.

Drillings taken from the fractured ends of the transverse test bars shall be used for the sulphur determinations. One determination shall be made from each set of bars.

Classification.

198. Castings shall be classified as light, medium and heavy.

(*a*) Light castings are those having any section less than ½-inch thick.

(*b*) Heavy castings are those having no section less than two inches thick.

(*c*) Medium castings are those not included in either of the two classes above.

Test Bar.

199. Tests shall be made on the "Arbitration Test Bar" of the American Society for Testing Materials, as shown by Fig. 1, Serial A48-18.

Tension Tests.

200. Tension tests will be made only when specified by the Engineer and at the expense of the Company.

Number of Tests.

201. Two sets of two test bars each shall be cast from each melt in thoroughly dried green sand moulds, one set from the first iron poured and the other set from the last iron poured. Where the melt exceeds 20 tons, an additional set of two bars shall be cast from each additional 20 tons or fraction thereof.

Transverse Tests.

202. A transverse test of each bar cast shall be made. The load shall be applied at the middle, and the supports shall be spaced 12 inches apart. The load on the test bar at rupture shall be not less than the following:

Light castings.....2500 pounds
Medium castings.....2900 pounds
Heavy castings.....3300 pounds

The deflection at rupture shall in no case be less than 0.10-inch. The rate of application of the load shall be such that a central deflection of 0.10-inch is produced in from 20 to 40 seconds.

(XII) WORKMANSHIP

General.

203. The workmanship and finish shall be equal to the best general practice in modern bridge shops. Material at the shops shall be kept clean and protected from the weather as far as practicable.

Straightening Material.

204. Rolled material, before being laid off or worked, must be straight. If straightening or flattening is necessary, it shall be done by methods that will not injure the material. Sharp kinks and bends may be cause for rejection.

Finish.

205. Shearing and chipping shall be neatly and accurately done and all portions of the work exposed to view shall be neatly finished.

Reaming.

206. Rivet holes of the following portions of the structure shall be punched to a diameter $\frac{3}{16}$-inch smaller on the die side than the finished diameter of the hole, and shall be afterwards reamed to a diameter $\frac{1}{16}$-inch larger than that of the cold rivet:

(*a*) All tension members, except lateral, longitudinal and transverse bracing systems.

(*b*) Flanges, webs and all connections of floor systems.

(*c*) Flanges of all plate girders.

(*d*) Main compression members.

(*e*) Stay plates, lacing bars and diaphragms may be punched full size.

Punched Holes.

207. Full size punched holes shall be $\frac{1}{16}$-inch larger than the nominal diameter of the rivets. The diameter of the die shall not exceed the diameter of the punch by more than $\frac{3}{32}$-inch. If any holes must be enlarged to admit the rivets, they shall be reamed. Holes must be clean cut, without torn or ragged edges. Poor matching of holes may be cause for rejection.

Accuracy of Punching in Reamed Work.

208. In sub-punched and reamed work, the punching shall be so accurately done that, after assembling and before reaming, a cylindrical pin $\frac{1}{8}$-inch smaller in diameter than the nominal size of the punched hole may be entered, perpendicular to the face of the member, without drifting, in at least 75 of any group of 100 contiguous holes in the same plane. If this requirement is not fulfilled, the badly punched pieces shall be rejected. If any hole will not pass a pin $\frac{3}{16}$-inch smaller in diameter than the nominal size of the punched hole, this shall be cause for rejection.

Accuracy of Reaming and Drilling.

209. When holes are reamed or drilled, 85 of any group of 100 contiguous holes in the same plane shall, after reaming or drilling, show no offset greater than $\frac{1}{32}$-inch between adjacent thicknesses of metal.

Reaming After Assembling.

210. Reaming shall be done after the pieces forming a built member are assembled and so firmly bolted together that the surfaces are in close contact. Before riveting, they shall be taken apart, if necessary, and any shavings removed.

Reamed Holes.

211. Reamed holes shall be cylindrical, perpendicular to the member, and not more than $\frac{3}{32}$-inch larger than the nominal diameter of the rivets. Reamers preferably shall not be directed by hand. Outside burrs shall be removed with a tool making a $\frac{1}{16}$-inch fillet.

Drilled Holes.

212. Drilled holes shall be $\frac{1}{16}$-inch larger than the nominal size of the rivet. Burrs on the outside surfaces shall be removed.

Assembling for Drilling.

213. Connecting parts requiring drilled holes shall be assembled and securely held together while being drilled.

Shop Assembling.

214. The parts of riveted members shall be well pinned and firmly drawn together with bolts before riveting is commenced. The drifting done during assembling shall be only such as to bring the parts into position, and not sufficient to enlarge the holes or distort the metal. Surfaces in contact shall be painted. Bolts in field connection holes shall be left in place.

Reaming Connections.

215(*a*). Wherever practicable, reaming must be done after all pieces which are to be fastened together by the same rivets have been assembled. If necessary to take the pieces apart for shipping or handling, the respective pieces reamed together must be so marked that they may be reassembled in the final setting up. No interchanging of pieces after reaming will be allowed.

(*b*). All spliced members shall be put together in the shop, and the field rivet holes reamed to a fit while these members with their splice plates are in place. All spliced chord sections or trestle columns must be assembled and strung out in the shop in length of not less than three sections, and after being drawn up into contact at the joints and lined up perfectly with splice plates in place, the field rivet holes shall be reamed to a fit before taking apart, and the assembled parts with their splice plates shall be matchmarked so that they may be reassembled in the final setting up.

(c). All field connections in the floor system must be reamed to a fit while the members are assembled in the shop, or to an accurate steel template not less than one inch thick.

Rivets

216. The size of rivets called for on the plans shall be the size of the rivet before heating.

217. Rivet heads, when not countersunk or flattened, shall be of approved shape and of uniform size for the same diameter of rivet. Rivet heads shall be full, neatly made, concentric with the rivet holes, and in full contact with the surface of the member.

Riveting.

218. Rivets shall be heated uniformly to a light cherry red and driven while hot. Rivets, when heated and ready for driving, shall be free from slag, scale and carbon deposit. When driven, they shall completely fill the holes. Loose, burned or otherwise defective rivets shall be replaced. In removing rivets, care shall be taken not to injure the adjacent metal, and, if necessary, they shall be drilled out. Caulking or re-cupping will not be permitted.

219. Rivets shall be driven by direct-acting riveters where practicable. The riveters shall retain the pressure after the upsetting is completed.

220. When necessary to drive rivets with a pneumatic riveting hammer, a pneumatic bucker shall be used for holding up, when practicable.

Field Rivets.

221. Field rivets shall be carefully selected, and shall be free from fins on the under side of the head.

Turned Bolts.

222. Where turned bolts are used to transmit shear, the holes shall be reamed parallel and the bolts shall make a tight fit with the threads entirely outside of the holes. A washer not less than ¼-inch thick shall be used under each nut.

Planing Sheared Edges.

223. Sheared edges of material more than ⅝-inch in thickness and carrying calculated stress shall be planed to a depth of ¼-inch. Re-entrant cuts shall be filleted before cutting.

Lacing Bars.

224. The ends of lacing bars shall be neatly rounded, unless otherwise called for.

Fit of Stiffeners.

225. Stiffeners under the top flanges of deck girders and at all bearing points shall be milled or ground to bear against the flange angles. Other stiffeners must fit sufficiently tight against the flange angles to exclude water after being painted. Fillers and splice plates shall fit within ¼-inch at each end.

Web Plates.

226. Web-plates of girders which have no cover-plates, shall be flush with the backs of the top flange angles or project above them not more than ⅛-inch.

Web-plates of girders that have cover-plates may be ½-inch less in width than the distance back to back of flange angles. The ends of web-plates at splices shall not be more than ¼-inch apart.

Facing Floor Beams, Stringers and Girders.

227. Floor beams, stringers and girders having end connection angles shall be made of exact length after the connection angles are riveted. If facing is necessary, the thickness of the angles shall not be reduced more than ⅛-inch at any point.

Finished Members.

228. Finished members shall be true to line and free from twists, bends and open joints.

Abutting Joints.

229. Abutting joints in compression members, and girder flanges, and, where so specified on the drawings, in tension members, shall be faced and brought to an even bearing. Where joints are not faced, the opening shall not exceed ¼-inch.

Eye-Bars.

230. Eye-bars shall be straight, true to size, and free f[illegible] twists, folds in the neck or head, and other defects. The heads shall be made by upsetting, r[illegible] or forging. Welding will not be allowed. The form of the heads will be determined by the dies in use at the works where the eye-

bars are made, if satisfactory to the Engineer. The thickness of the head and neck shall not overrun more than $\frac{1}{16}$-inch for bars 8 inches or less in width, $\frac{1}{8}$-inch for bars more than 8 inches and not more than 12 inches in width, and $\frac{3}{16}$-inch for bars more than 12 inches wide.

231. Eye-bars which are to be placed side by side in the structure shall be bored so accurately that, upon being placed together, the pins will pass through the holes at both ends at the same time without driving. Eye-bars shall have both ends bored at the same time.

Annealing.

232. Eye-bars shall be annealed by heating uniformly to the proper temperature followed by slow and uniform cooling. Proper instruments shall be provided for determining at all times the temperature of the bars.

233. Other steel which has been partially heated shall be properly annealed except where used in minor parts.

Boring Pin Holes.

234. Pin holes shall be bored true to gage, smooth, straight, at right angles to the axis of the member and parallel with each other, unless otherwise required. The variation from the specified distance from outside to outside of pin holes in tension members, or from inside to inside of pin holes in compression members, shall not exceed $\frac{1}{32}$-inch. In built-up members the boring shall be done after the member is riveted.

Boring Pins.

235. Pins larger than 9 inches in diameter shall have a hole bored longitudinally through the center of each not less than 2 inches in diameter.

Pin Clearances.

236. The difference in diameter between the pin and the pin hole shall be 1/50-inch for pins up to 5 inches in diameter, and $\frac{1}{32}$-inch for larger pins.

Pins and Rollers.

237. Pins and rollers shall be accurately turned to gage and shall be straight, smooth and free from flaws.

Screw Threads.

238. Screw threads shall make close fits in the nuts and shall be U. S. Standard, except that for pin ends of diameters greater than $1\frac{3}{8}$ inches, they shall be made with six threads to an inch.

Welds.

239. Welds in steel will not be allowed, except to remedy minor defects.

Forging Pins.

240. Pins larger than 7 inches in diameter shall be forged and annealed.

Bearing Surfaces Planed.

241. The top and the bottom surfaces of base and cap plates of columns and pedestals, except those in contact with masonry, shall be planed, or hot-straightened, and parts of members in contact with them shall be faced to fit. Connection angles for base plates and cap plates shall be riveted to compression members before the members are faced.

242. Sole plates of plate girders shall have full contact with the girder flanges. Sole plates and masonry plates shall be planed or hot-straightened. Cast pedestals shall be planed on the surfaces in contact with steel and shall have the bottom surfaces resting on masonry rough finished.

Pilot Nuts.

243. Two pilot nuts and two driving nuts shall be furnished for each size of pin, unless otherwise specified.

(XIII) WEIGHING AND SHIPPING

Weight Paid for.

244. The payment for pound-price contracts shall be based on the scale weight of the metal in the fabricated structure, including field rivets shipped. The weight of the field paint and cement, if furnished, boxes and barrels used for packing, and material used for staying or supporting members on cars, shall be excluded.

Variation in Weight.

245. If the weight of any member is more than 2½ per cent. less than the computed weight, it may be cause for rejection. This applies to both pound-price and lump-sum contracts.

If the total scale weight of any structure exceeds the computed weight by more than 2 per cent. the weight in excess of 2 per cent. above the computed weight shall not be paid for.

Computed Weight.

246. The weight of steel shall be assumed at 0.2833 pound per cubic inch.

247. The weights of rolled shapes, and of plates, up to and including 36 inches in width, shall be computed on the basis of their nominal weights and dimensions, as shown on the approved shop drawings, deducting for copes, cuts and open holes.

248. The weights of plates wider than 36 inches shall be computed on the basis of their dimensions, as shown on the approved shop drawings, deducting for cuts and open holes. To this shall be added one-half of the allowed percentages of overrun in weight given in Article 177.

249. The weight of heads of shop driven rivets shall be included in the computed weight.

250. The weights of castings shall be computed from the dimensions shown on the approved shop drawings, with an addition of 10 per cent. for fillets and overrun.

Weighing of Members.

251. Finished work shall be weighed in the presence of the Inspector, if practicable. The Contractor shall furnish satisfactory scales and do the handling of the material for weighing.

Marking and Shipping.

252. Members weighing more than 5 tons shall have the weight marked thereon. Bolts and rivets of one length and diameter, and loose nuts or washers of each size, shall be packed separately. Pins, other small parts, and small packages of bolts, rivets, washers and nuts shall be shipped in boxes, crates, kegs or barrels, but the gross weight of any package shall not exceed 300 pounds. A list and description of the contained material shall be plainly marked on the outside of each package, box or crate.

253. Long girders shall be so loaded and marked that they may arrive at the bridge site in position for erection without turning.

254. Anchor bolts, washers and other anchorage or grillage materials shall be shipped in time for them to be built into the masonry.

255. Projecting members, liable to be bent or injured in transit, must be blocked with wood before shipment, in such a way as to protect them from injury in handling.

(XIV) SHOP PAINTING

Shop Cleaning and Painting.

256. Unless otherwise specified, steel work, after it has been accepted by the Inspector and before leaving the shop, shall be thoroughly cleaned and given one coat of approved paint, applied in a workmanlike manner and well worked into joints and open spaces. Cleaning shall be done with steel brushes, hammers, scrapers and chisels, or by other equally effective means. Oil, paraffin and grease shall be removed by wiping with benzine or gasoline. Loose dirt shall be brushed off with a dry bristle brush before the paint is applied.

Surfaces in Contact.

257. Surfaces coming in contact shall be cleaned and given one coat of paint on each surface before assembling.

Erection Marks.

258. Erection marks shall be painted on painted surfaces.

Painting in Damp or Freezing Weather.

259. Painting shall not be done in damp or freezing weather except under cover, and the steel must be free from moisture or frost when the paint is applied. Material painted under cover in damp or freezing weather shall be kept under cover until the paint is dry.

260. Paint shall be thoroughly mixed before applying, and the pigments shall be kept in suspension. **Mixing of Paint.**

261. Machine finished surfaces of steel (except abutting joints and base plates) shall be coated with white lead and tallow, applied hot as soon as the surfaces are finished and accepted by the Inspector. **Machine Finished Surfaces.**

(XV) MILL AND SHOP INSPECTION

262. Facilities for inspection of material and workmanship in the mill and shop shall be furnished by the Contractor to the Inspectors, and the Inspectors shall be allowed free access to the necessary parts of the premises. **Facilities for Inspection.**

263. The Contractor shall furnish the Engineer with as many copies of material orders and shipping statements as the Engineer may direct. The weights of the individual members shall be shown. **Material Orders and Shipping Statements.**

264. The Contractor shall give ample notice to the Engineer of the beginning of rolling at the mill, and of work at the shop, so that inspection may be provided. No material shall be rolled nor work done before the Engineer has been notified where the orders have been placed. **Notice of Beginning Work.**

265. The Contractor shall afford the Engineer, free of cost, all reasonable facilities to satisfy him that the material is being furnished and the work done in accordance with these specifications. **Cost of Inspection.**

266. The Inspector shall have the power to reject materials or workmanship which do not come up to the requirements of these specifications; but in cases of dispute, the Contractor may appeal to the Engineer, whose decision shall be final. **Inspector's Authority.**

267. The acceptance of any material or finished members by the Inspector shall not be a bar to their subsequent rejection, if found defective. **Rejections.**

268. Rejected material and workmanship shall be replaced promptly or made good by the Contractor.

(XVI) FULL-SIZE TESTS

269. The number and size of the bars to be tested shall be stipulated by the Engineer before the mill order is placed. The number shall not exceed 5 per cent. of the whole number of bars ordered, with a minimum of two bars on small orders. **Full-Size Tests of Eye-Bars.**

270. The test bars shall be of the same section as the bars to be used in the structure and of the same length if within the capacity of the testing machine. They shall be selected by the Inspector from the finished bars preferably after annealing. Test bars representing bars too long for the testing machine shall be selected from the full length bar material after the heads on one end have been formed and shall have the second head formed upon them after being cut to the greatest length which can be tested.

271. Full-size tests of eye-bars shall show a yield point of not less than 29,000 pounds per square inch, an ultimate strength of not less than 54,000 pounds per square inch, and an elongation of not less than 10 per cent. in a length of 20 feet measured in the body of the bar. The fracture shall show a silky or finely granular structure throughout.

272. If a bar fails to meet the requirements of Article 271, two additional bars of the same size and from the same mill heat shall be tested. If the failure of the first test bar is on account of the character of the fracture only, the bars represented by the test may be reannealed before the additional bars are tested.

273. If two of the three bars tested fail, the bars of that size and mill heat shall be rejected.

274. A failure in the head of a bar shall not be cause for rejection if the other requirements are fulfilled.

275. A record of the annealing charges shall be furnished the Engineer showing the bars included in each charge and the treatment they receive.

276. Bars thus tested which meet the requirements of the specifications shall be paid for by the Company at the same unit prices as the structures. Bars which fail to meet the requirements of the specifications, and all bars rejected as a result of tests, shall be at the Contractor's expense.

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Track—weight of	19
Tracks—multiple	23
Tractive force	36
Transverse floor-beams—load on	25
" girders	148, 150
" tests for cast iron	202
Trestle bents	142, 143
" towers	142
Trusses	133 to 140, incl.
" —camber	134
" —depth of	11, 50
" —distance center to center	12
" —end posts	133
" —hip verticals	135
" —limiting lengths	9
" —number of	10
" —sections of members	133
" —spacing of	12
" —span length	11
" —stiff bottom chords	135
" —stiff tension members	135
" —sway bracing	107
" —top and bottom chords	133
" —type of	133
" —web system	133
Turnbuckles	55
Turned bolts	84, 222
" " —allowance for	37
Type of end post of trusses	133
" " top and bottom chord of trusses	133
" " trusses	133
" " viaduct	141
" " web members of trusses	133
Types of bridges	9
Uniform load	25
Unit stresses	37
" " and proportioning of parts	37 to 47, incl.
Upset ends	85
Variation in weight	245
Variations in weight and thickness—permissible	176
Viaducts	141 to 152, incl.
" —batter of columns	145
" —bents and towers	142, 143
" —depth of girders	146
" —girder connections and bracing	149, 150
" —spacing of girders	147, 148
" —sole and masonry plates	151
" —type of	141
Washers	84, 132, 222, 254
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Waterproofing—weight of	19
Web members	133
" " —proportioning of	42
" plates	226
" " —connection to flanges	118
" " —splices in	120
" " —thickness of	57
Webs of compression members—limiting thickness	64
Web splices	120
Weighing and shipping	244 to 255, incl.
" " " —handling material for	251

	Articles
Weighing of members	251
Weight—computed	246 to 250, incl.
" marked on large members	252
" of castings	250
" " plates	176, 248
" " rails and fastenings	19
" " reinforced concrete	19
" " rivet heads	249
" " rolled shapes	247
" " steel	246
" " timber	19
" " waterproofing	19
" paid for	244
" variation in	176, 245
Weights—estimated	245 to 250, incl.
Weights of individual members	245, 252, 263
" —shipping	244, 245, 251
Welds	239
Wide plates—computed weight	176 248
" " —percentage of over-run	176,248
Width—clear	13
" of span	12
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Wind load	17, 32, 33, 34
" " stress combined with other stresses	45
Workmanship	206 to 256, incl.
" —general	203
" and finish at foundry	192
Year plate	94
Yield point	158, 181, 184, 271

JUL 19

RECEIVED
JUL 15 1929
REGIONAL HEADQUARTERS
BUREAU OF PUBLIC ROADS
SAN FRANCISCO

RECEIVED
JUN 12 1929
U. S. DEPARTMENT OF AGRICULTURE
PUBLIC ROADS
DIVISION OF DESIGN

RECEIVED
JUN 7 1929
REGIONAL HEADQUARTERS
BUREAU OF PUBLIC ROADS
SAN FRANCISCO

PR 141 a

April 29, 1930

Mr. Tom N. Hall,
Brookings, Oregon.

Dear Sir:

Replying to your letter of the 27th inst., concerning your March estimate wish to say that this was mailed to you several days ago and was returned in today's mail signed by Mr. Hall. Mr. Hall also assigned this payment to the First National Bank of Coos Bay at Marshfield, Oregon. However, we can not honor this assignment until we have a letter from the surety on the bond furnished in this instance consenting to this assignment without prejudice to the bond. This has previously been explained to you and also to the bank. In the event that the consent of the surety can not be secured then payment may be made direct to you, and if you so request we can mail the warrant to the First National Bank of Coos Bay where distribution of the amounts may be made at the time you sign the warrant.

Please let us hear from you immediately concerning this so that payment will not be delayed any longer than is necessary.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk.

HBG:JB

Brookings, Ore.,
April 27, 1929.

Roy A. Klein,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

Would like to know if my March estimate has been delayed, as I have not received it yet.

Very truly yours,
Tom N. Hull.
(by L. Hull).

Number copies and returned
also corrected &
1st Nov Bond of Coos Bay
Commissioned
1st week in current not given

ANSWERED
H. B. G.

March 18, 1929.

First National Bank of Coos Bay,
Marshfield, Oregon.

Gentlemen:-

Pursuant to your telephone request in connection with Tom E. Hall, who has a contract with this department, I am sending you a few assignment blanks which should be used in assigning claims against this department.

Very truly yours,

State Highway Engineer.

HAK:JE
enc.

March 11, 1929

Mr. Mair A. Dane, Cashier,
Bank of Southwestern Oregon,
Marshfield, Oregon

Dear Sirs

Replying to yours of the 8th instant concerning Mr. Thomas S. Hull's assignment to you of moneys due him in connection with his contract for the grading of the Lakeside Undercrossing Section of the Roosevelt Coast Highway, wish to say that we have not as yet received the consent of the surety company to this assignment and therefore can not honor the assignment.

Our Auditor advises that the warrant covering the first payment will be ready to send to Mr. Hull within the next two or three days. It will be made payable to the order of Mr. Hull. We shall be glad to mail it to you direct if we receive instructions so to do from Mr. Hull. We would suggest that you get in touch with Mr. Hull and ask him to write us a letter directing us to mail the warrant to your bank. We have requested our Auditor to hold up the mailing of this warrant for a couple of days pending further advice from yourselves and Mr. Hull.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

warrant mailed to Bank as per Hulls wire -
(wire attached to contract)

VICE PRESIDENT

MAIR A. DANO. CASHIER
E. E. WIPER. ASST. CASHIER

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 120,000.00

MARSHFIELD, OREGON

March 8, 1929

Oregon State Highway Commission,
Salem, Ore.

Attention Mr. H. B. Glaisyer
Chief Clerk

Gentlemen:

We have not heard anything in regard to the assignment which Mr. Thos. N. Hull made to us on the 19th of February. It may be that you are still waiting for instructions from the surety company. If the check is ready to forward you might send it on to us and if it cannot be made direct to us we will get Mr. Hull to endorse it here.

Thanking you for your co-operation,

we are

Yours truly,

Cashier.

MAD:V

ANSWERED
H. B. G.

r letter of the
signment given you by
connection with
rocessing Section

reals that it is
r the same, it will
by on the bond
t giving their

ny's letter we
ll in connection
e with the provisions

State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc Tom N. Hull

February 20, 1929

Mr. A. Dano, Cashier,
Bank of Southwestern Oregon,
Marshfield, Oregon.

Dear Sir:

This acknowledges receipt of your letter of the 19th instant in which you enclose in duplicate assignment given you by Tom M. Hull, of moneys due or to become due him in connection with his contract for the grading of the Lakeside Undercrossing Section of the Roosevelt Coast Highway in Coos County.

Inspection of the assignment reveals that it is in satisfactory form. However, before we can honor the same, it will be necessary for us to have a letter from the surety on the bond furnished by Mr. Hull in connection with this work giving their consent to the assignment of these funds to you.

Upon receipt of the surety company's letter we shall be pleased to see that the moneys due Mr. Hull in connection with this work are paid direct to you in accordance with the provisions of the assignment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Gleisner
Chief Clerk

HBG:S

cc Tom M. Hull

ESTABLISHED 1889

Bank of Southwestern Oregon

OLDEST BANK IN COOS COUNTY

CAPITAL AND SURPLUS $ 190, 000. 00

JAS E. MONTGOMERY, PRESIDENT.
A. E ADELSPERGER, VICE PRESIDENT
MAIR A. DANO, CASHIER
E E. WIPER, ASST. CASHIER

MARSHFIELD, OREGON

February 19, 1929

State Highway Commission,
Salem, Oregon.

Dear Sirs:

We are enclosing an assignment from Mr. Tom N. Hull, who holds a contract with you for construction of an overgrade crossing on the Roosevelt Highway near Lakeside. Mr. Hull has given us this assignment in connection with advances which we are making him and we would be pleased to have you note your acceptance on the copy enclosed and return for our files.

Yours truly,

Cashier.

MAD:V

ANSWERED
H. B. G.

Marshfield, Oregon
February 19, 1929

State Highway Commission,
Salem, Oregon,

Dear Sirs:

For the purpose of obtaining credit with the Bank of Southwestern Oregon, Marshfield, Oregon, I have today assigned the payments which are due and may become due, to them and hereby instruct you to forward all checks to the Bank of Southwestern Oregon until further notified by them and by me.

Yours truly,

Tom N Hull

A/1053

Marshfield, Oregon
February 19, 1929

State Highway Commission,
Salem, Oregon,

Dear Sirs:

For the purpose of obtaining credit with the Bank of Southwestern Oregon, Marshfield, Oregon, I have today assigned the payments which are due and may become due, to them and hereby instruct you to forward all checks to the Bank of Southwestern Oregon until further notified by them and by me.

Yours truly,

Tom McKee

Salem, Oregon
February ___, 1929

Above assignment received, acknowledged and noted.

_____

FORM S.H.-1 S-11170 5M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

#1053

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 141a

OREGON STATE HIGHWAY COMMISSION

SALEM

April 26, 1929.

IN REPLY PLEASE REFER TO FILE NO.

Tom N. Hull
Brookings, Oregon.

Dear Sir:

I am enclosing for your signature the final voucher on Contract 1053, in the amount of $2,580.04. Please sign the affidavit on the back of the voucher before a Notary Public, also taking care that the final release form attached to the inside of the voucher is also executed before a Notary Public.

This department received information several days ago that an assignment would probably be coming thru in favor of some bank, on this contract. This has not arrived, however, but for your convenience we have attached the standard assignment form in case you do wish to assign the payment to some bank or other party. In case you do so desire, please note that the form should be signed before two witnesses and that it is essential that the consent of the surety on the contract be secured before we can honor the assignment. If you do not wish to use the assignment, merely tear off the assignment form and return the voucher without it.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith

Auditor.

CFS L
cc H. B. Glaisyer
Office.

Enc.

NOTED
H. B. GLAISYER

PR 141 a

Form 30—37566—4M—1-30.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

NOTED

Date Apr 15/29, 192

Job Name Lakeside Underxing

Week from Mar 30th to Apr 13th

Mail Address Coquille Ore

Highway Roosevelt Coast

Telegraph or Telephone Address "

County Coos Job Prefix 6 PJ

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading job here is all completed and finaled.

Southern Pacific Ry Co. has poured the footing of the west pier but had not started pouring the footing of the east pier as yet. Piles driven under all the portions of both piers.

RECEIVED
APR 16 1929

(See back of this sheet for instructions and detailed information.)

Signed Paul Van Scoy

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

PR 141a

April 11, 1929.

Mr. R. L. King, Superintendent,
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

Reference your file No. L-13-25052.

Replying to your letter of the 10th inst. concerning agreement dated November 3, 1928 between the Southern Pacific Company, Coos County and the State of Oregon, relating to the construction and maintenance of the undergrade highway crossing at Lakeside, wish to say that this instrument was recorded in the county records of Coos County on February 7, 1929 on Page 148, Volume 107, Record of Deeds.

Very truly yours,

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:JS

L—

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

No. L-11-26055

E. L. KING,
SUPERINTENDENT

Apr. 10, 1929

Mr. Roy A. Klein, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

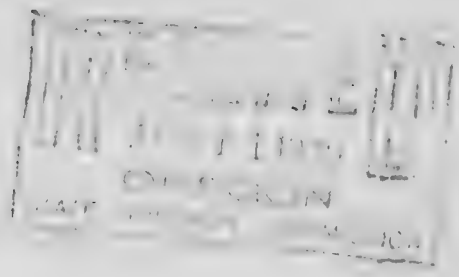
Dear Sir:-

January 14th we sent you fully executed copy of agreement dated November 3, 1928 between Southern Pacific Company, County of Coos and State of Oregon pertaining to the construction and maintenance of an undergrade highway crossing at Lakeside, Ore. with the request that you have County of Coos record instrument in County Recorder's Records of Coos County and advise us the reference to date, book and page where recorded.

Can you now advise recording data of this document?

Yours truly,

E L King



Recorded 2/7/29
book 107 Deeds
page 148

ANSWERED
H. B. G.

FORM S-B-1 0-11107 500 1-29

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEN

NOTED
PR 1-41a

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

Subject: Lakeside Undercrossing. March 29th, 1929.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:-

I visited the Lakeside Undercrossing grading project on Wednesday, March 27th. The grading work is now practically complete with a little clean up and the Railroad Company is driving foundation piles for their abutments. In talking with the foreman on the work, he stated that he thot it would take them approximately two months to complete the structure, and it probably would not be wise to open this road for travel until this work is complete, altho it might be possible to make arrangements whereby it could be used.

We are making a purchase requisition for gravel with which to do the surfacing and will have it ready by June 1st, at which time the road can be opened for travel.

When I talked with Mr. Baldock last it was not definitely decided whether the road between Lakeside and Glasgow would be oiled this year or not. In case it is oiled it may be necessary to ship in a small amount of material, as we have used considerable on the road on this section this winter in feeding soft places.

In case this road is not oiled the reason would be that there is not sufficient rock on the road to hold oil. This being the case it would be necessary for us to let a fair sized contract and secure sufficient gravel to allow us to oil next year, but do not believe we should hold up the surfacing of this under crossing for this major resurfacing gravel job. However, if we decide on this major gravel job we can cut the quantity used on this under grade crossing project to only enough to carry summer travel which would be on three or four inches of material. This amount could be obtained from maintenance piles.

Mr. Baldock expected to visit this section soon after he made his last trip to this division. He may have made it by this time and made a decision as to what should be done between Glasgow and Reedsport.

Unless I hear from you I will go ahead on our present plan of getting a

a special purchase order from the McGeorge Plant at Marshfield and the Kernan Plant at Reedsport to furnish approximately 500 cubic yards of gravel.

Yours truly,

Division Engineer

WEC/F
cc—R. H. Baldock

PR 1419

March 26, 1929.

Mr. Wm. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

I note from the construction reports that the grading at the Lakeside Undercrossing is practically completed and I presume that the railroad company, now that the excavation under the tracks is made, will follow up with the construction of the bridge shortly.

What plan have you in mind for the surfacing of this unit? It would seem advisable to put this surfacing on the road as early as possible so as to take advantage of the moisture to compact it, also to give the traveling public the benefit of it as soon as possible.

It might be desirable to include in this project some maintenance materials if you need any for delivery at Lakeside. The crushed gravel for this job could be shipped in by rail either from McGeorge's plant near Powers or Herman's plant at Reedsport, and we probably could get some competition between them.

Please advise your plans for this project so that I may present it to the Commission and secure their approval to the project.

Very truly yours,

State Highway Engineer.

RAK:HI

PR-141-A

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 141-A

Post Office Building
Portland, Oregon.

March 22, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L. J. Caufield

L. J. Caufield
Highway Engineer

Encl.

A4 pr 5033

Form P. R. 2

State Oregon

Project No. 141, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of February, 1929

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 14th day of March, 1927, a project statement, which was approved by the Secretary on the 10th day of May, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 14th day of December 1928, and approved by the Secretary on the 7th day of March, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of sixteen thousand, three hundred ninety-six and 05/100

dollars ($16,396.05) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

(a) It is agreed that the construction work on the project shall be p

the performance thereof by force account or by convict labor shall be appro
authorized representatives. Such construction work as may be performed b
vict labor shall be paid for on the basis of the unita of work performed at the
estimate as approved by the Secretary, except that where the total actual cost
than the estimate so approved the total Federal payments shall not exceed the

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count_____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 243+63.0, which equals sta. 243+63.0 of the completed Lakeside-Lake Saunders Forest Highway Project in the N.E. ¼ of Sec. 23, T.23 S., R.13 W., W.M., and survey station 17+25.0, which equals sta. 3+99.7 of the completed Lakeside-Douglas County Line Forest Highway Project in the S.E.¼ of Sec. 14, T.23 S., R.13 W.,

terminal points, a distance of 0.372 miles, known locally as the Roosevelt Coast Highway between Coos Bay and Hebo, Coos County, being Section A of Oregon Federal Aid Project No. 141, consisting of 0.268 of a mile of roadway and one bridge of more than 20 ft. clear span 0.104 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project here

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $2,323.75, Federal Aid $1,446.06; one bridge, approved estimate $24,916.65, Federal Aid $14,949.99.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of sixteen thousand, three hundred ninety-six and 05/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-seven thousand, two hundred forty and 40/100 dollars, the approved total estimated cost of Section A of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

STRICKEN OUT

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ (State or county) of _____ (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of Aug. 7, 1917, Chap. 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 7th day of March, 1929

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By _____
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL]

By _____
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

_____
Acting Secretary of Agriculture.

8—5518

Form Pr. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE

OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 243+63.0, which equals sta. 243+63.0 of the completed Lakeside-Lake Saunders Forest Highway Project in the N.E.¼ of Sec. 23, T.23 S., R.13 W., W.M., and survey station 17+25.0, which equals sta. 3+99.7 of the completed Lakeside-Douglas County Line Forest Highway Project in the S.E. ¼ of Sec. 14, T.23 S., R.13 W.,

locally known as the Roosevelt Coast Highway between Coos Bay and Hebe, Coos County, and designated in the records of this Department as Section A of Project No. 141, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $27,240.40 as the total estimated cost of Section A of said project, and the sum of $16,336.05 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed authorized Federal pro rata share the per cent of said total estimated cost.

Done at the city of Washington, this 7th day of March one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. N. Merrill

Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4830

FORM 2-A-1 S-11179 5M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 141 a

OREGON STATE HIGHWAY COMMISSION

SALEM

March 1, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum for files.

I called up Mr. Van Scoy on the telephone and asked him to get in touch with Mr. Hull, the contractor on the Lakeside Undercrossing Section and to find out why he had not sent in the executed agreements as required by the Southern Pacific Company. Mr. Van Scoy reported that Hull had told him that these had been sent to a surety bond agent at Crescent City, one Bruce Gause. Mr. Gause reported that he had not received these agreements. I thereupon called Mr. Knight of the Southern Pacific Company and told him that the forms appeared to have been lost in the mail and suggested that they be rewritten and sent to Mr. Hull a second time. I told Mr. Knight, however, that practically all of the excavation work under the railroad tracks had been completed. He said under these circumstances he would wait a few days and then determine what should be done. To date we have heard nothing further from Mr. Knight.

RAK

RAK:HI

FORM 2 A-4 S-11170 5M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

February 18, 1929.

IN REPLY PLEASE
REFER TO FILE NO.

Postmaster,
Crescent City, Calif.

RECEIVED
FEB 25 1929
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

This department is very much interested in tracing a certain agreement which was mailed by Tom N. Hull, one of our contractors whose residence is Brookings, Oregon, to Bruce Gause of Crescent City who is in the insurance business and writes surety bonds. It is possible that Mr. Gause's name was misspelled as Goss or otherwise, and if you have a letter so addressed, please see that it gets to the proper party. It is my understanding that this letter was mailed from Lakeside, Coos County, Oregon, about January 28th.

If you have no record of such a letter, would thank you to note the same on the bottom of this and return.

Very truly yours,

R. A. Klein
State Highway Engineer.

RAK:HI

We have no recollection of receipt of this communication, and Mr. Gause states that same has not come to him.

Yours very truly,
Jas. M. Hamilton
Postmaster.

P 818

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM		DAY LETTER	SYMBOL DAY L.	SHORT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL N. L.

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

Kla Fla 11-7 8 Pd

Crescent City Cal 1315P

2-

Oregon State Highway Com.
Salem Oregon

agreement forms have not been
received Wire instructions.

Bruce Gause

Rec. 1245 pm

Will you please endeavor to get in touch with Mr. Hull and develop the cause of delay?

Yours truly,

Ellinger

Mr Ellinger
Have not seen them yet
Hull

L—6000

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO
No. GMO-75927

E. L. KING,
SUPERINTENDENT

February 14, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Referring to my letter of January 24th and telephone conversation with our Engineering Department in regard to agreements and bond to be executed by your contractor, Mr. Thomas N. Hull, covering the construction of undergrade crossing at Lakeside.

We have not yet received the agreements from Mr. Hull nor the indemnity bond. If these are not received within the next few days it will be necessary for us to request that the work be suspended until these agreements and bond are fully executed.

Will you please endeavor to get in touch with Mr. Hull and develop the cause of delay?

Yours truly,

E. L. King

Mr Klein
Have not seen them yet.
HWS

PR 141a

February 18, 1929.

Postmaster,
Crescent City, Calif.

Dear Sir:

This department is very much interested in tracing a certain agreement which was mailed by Tom E. Hall, one of our contractors whose residence is Brookings, Oregon, to Bruce Gause of Crescent City who is in the insurance business and writes surety bonds. It is possible that Mr. Gause's name was misspelled as Goss or otherwise, and if you have a letter so addressed, please see that it gets to the proper party. It is my understanding that this letter was mailed from Lakeside, Coos County, Oregon, about January 28th.

If you have no record of such a letter, would thank you to note the same on the bottom of this and return.

Very truly yours,

State Highway Engineer.

RAK:HI

PR 1419

February 8, 1929

Mr. Tom H. Hall,
Brookings, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Lakeside Undercrossing Section of the Roosevelt Coast Highway in Coos County.

Very truly yours,

Roy A. Klein
State Highway Engineer

HHG:K

By

Enc. 1.

H. H. Glaisyer
Chief Clerk.

PR 141-A.

Jan. 29, 1929.

Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Gentlemen:

Under separate cover we are today sending five blue print copies of sheet #4, for the Lakeside Undercrossing, Oregon Project #141-A. These prints have been revised to show the connection with the completed Forest projects.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dictated by
J. H. Nash.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 17, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal Aid Project 141 - Section A, the Lakeside Undercrossing on the Roosevelt Coast Highway.

It is noted on the estimate that the length of the structure is not given. This should be shown. In computing the length of an undercrossing the length can include grading quantities between points where the grade deviates from the natural line to obtain the required clearance. In this case the length could be considered 550 ft., namely from Sta. 4+50 to 10+00, and the grading quantities involved in that section could be combined with the structure items, to obtain the figure of total cost of structure not subject to the mileage limitations. While this does not affect the present amount of Federal participation, it would reduce the cost per mile for roadway, which, should you desire to pave in the future, would increase our cooperation on the paving.

Should you not care to do this, it is suggested that the length of the structure be arbitrarily assumed as 150 feet, or from Sta. 4+50 to 6+00, and the cost per mile based on that figure.

This project connects at each end with a completed Forest Highway project. Will you please advise us as to the equations at each end between the State's stationing and the Forest Road stationing.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer.

Form 30—27506—4M—3-28.

PR 1412

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date January 27/29, 192...

Job Name Lakeside Underxing — *Week from* Jan 7th *to* Jan 26

Mail Address Coquille Ore

Highway Roosevelt Coast — *Telegraph or Telephone Address* "

County Coos — *Job Prefix* 6 PJ — *Express and Freight Address* "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

On Jan 7th the contractor Mr Hull started a man clear ng stumps and trees on this job. In the meantime his gas shovel was up the Chetco River, where the road was impassable, so it took considerable time to get this shovel out.

However he started the shovel on Jan 24th, on the North side of the S.P.Ry tracks. Instead of digging with the shovel and hauling with trucks at the start, he is draglining the material into the fill, and later will start the shovel and trucks, when he gets a hole thru the fill. (The shovel power is used for the dragline).

We have notified the S.P.Ry that the bents will probably be ready for the top set of sakh braces about the middle of the coming week. However their track walker sees it each day, and if it is later than the middle of the week, he will keep the railroad company informed.

RECEIVED
JAN 29 1929
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 28 1929
OFFICE

(See back of this sheet for instructions and detailed information.)

Signed .....

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading on project 0.37

Miles completed about 300 cy of material moved.

Miles completed except finishing none

Miles covered by contractor's forces all

Miles cross-sectioned all

Miles cross-sections completed and checked not all checked

Miles to be remeasured most of the fill

Number men in Engineering Party two, part time

Contractor's average force for week 5 *men,*

teams, 1 gas ~~steam~~ *shovels*

Grading work will be completed about Feb 28th/1929

ROCK OR GRAVEL SURFACING

Total miles surfacing on project

Miles completed

Miles partially done

Average daily yardage placed this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Surfacing will be completed about

Number men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project

Miles paving completed

Average daily sq. yds. this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Percentage of total required yardage now in place

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job Res Engr &transitman *Percentage* 10

Other jobs *Percentage*

Other jobs *Percentage*

Other jobs *Percentage*

PR 141-A.

January 26, 1929.

Mr. Paul Van Scoy,
Resident Engineer,
State Highway Department,
Coquille, Oregon.

Dear Sir:

I am enclosing herewith a letter from the Southern Pacific Company to which is attached three copies of an agreement and form of bond to be executed by Tom H. Hall, the contractor for the excavation on the Lakeside Undercrossing.

This agreement and bond has been prepared in accordance with the terms of our agreement with the Southern Pacific Company, and as you will note, provides for a bond of $3000.00 which was specified in our contract with Mr. Hall.

Will you please deliver these agreement forms to Mr. Hall and ask him to execute the same at once? Also call his attention to the bond which is required.

Very truly yours.

State Highway Engineer.

RAK:HI

Encls.

Co

SOUTHERN PACIFIC COMPANY
(Pacific Lines)

Portland, Oregon

In reply please refer to
No. GMO-75927

E. L. King,
Superintendent

January 24, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

COPY

Dear Sir:-

In connection with construction of undergrade crossing at Lakeside.

The agreement entered into between the State Highway Commission, Coos County and the Southern Pacific Company provides that the contractor shall also enter into an agreement with the Southern Pacific Company and furnish a bond in the amount of $5000.00 covering each and all of the covenants, conditions, stipulations and obligations on the contractor's part, and I am attaching herewith the original, duplicate and triplicate counterparts of the agreement and also a form of bond to be executed by some reliable surety company.

Will you please present these to your contractor, Mr. Thomas N. Hull, and have him execute all three copies, returning same to me for like execution on the part of the Railroad Company, after which one copy will be forwarded to you for your information and file and one to the contractor.

Yours truly,

(Sgd) E. L. KING

(Original forwarded to Paul Van Scoy)

J. W. Smith.

encl.

PR-141-A

Jan. 23, 1929.

Bureau of Public Roads,
Box 3900,
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of the estimate as basis for project agreement, covering the Lakeside Undercrossing Section, Project #141-A. This estimate has been prepared in accordance with the instructions of your letter of January 17th, to include the roadway quantities between Sta. 4+80 and 10+00 in the estimate for the structure.

With regard to the request of the last paragraph of your letter regarding the equation between the stationing of the State project and the connecting Forest Road projects, we are revising our plans to show these equations, and will send you blue print copies of them as revised.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Office Engineer.

Dictated by

Oregon State Highway Department — Project No. 161-A

LAKESIDE UNDERCROSSING SECTION OF THE ROOSEVELT COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on contract prices for roadway construction and estimated prices for structure which is to be constructed by Railroad Company's forces.)

Salem, Oregon, Jan. 23, 1929.

Roadway

All Required	Clearing and Grubbing			75.00
2,450 cu.yds.	Excavation, Single Classification	.45		1,102.50
3,000 yd.sta.	Overhaul	.02		60.00
2,200 yd. mi.	Truck Haul	.30		660.00
40 lin.ft.	18" Concrete Pipe	1.00		40.00
35 M-FBM	Cedar Ditch Lining	50.00		175.00
				$ 2,112.50
	10% Engr. & Cont.			211.25
	Sub-total (Roadway)			$ 2,323.75

Structure

250 cu.yds.	Excavation	2.50	625.00
560 " "	Concrete in Abutments	17.00	9,520.00
46000 lbs.	Structural Steel	.08	3,680.00
3,575 lin. ft.	Piling	.50	1,787.50
1.9 M-FBM	Creosoted Planking	70.00	133.00
1,370 cu.yds.	Embankment and Backfill	1.00	1,370.00
120 lin. ft.	24" Concrete Pipe	5.00	648.00
30 cu.yds.	Crushed Rock Ballast	4.00	120.00
25 " "	Gravel Ballast	2.10	52.50
All required	Construct temporary trestle; remove grade crossings; maintain railway traffic, etc.		3,175.00
3,550 cu.yds.	Excavation (Sta. 4+50-Sta. 10+00)	.45	1,597.50
2,300 sta. yds.	Overhaul (Sta. 4+50 - Sta. 10+00)	.02	46.00
			$22,651.50
	10% Contingencies		2,265.15
	Sub-total (Structure)		$24,916.65
	Sub-total		$24,784.00
	10% Engr. & Cont.		2,476.40
	Total		$27,240.40

Lakeside Undercrossing Section #2.

Length of Project (Gross) 0.572 Miles

Length of Structure, 550 ft., 0.104 Miles

Length of Project (excluding structure) 0.468 Miles

Cost per Mile (including structure) $72,226.82

Cost per Mile (excluding structure) $8,678.73

S U M M A R Y

Items	Estimated Cost	State Funds	Salvaged Funds	Federal Aid Recovered
Roadway	$ 2,823.73	$ 577.00	$ - -	$2,446.06 (82.23%)
Structure	34,316.82	724.14 (Approx.)	2,241.32	14,348.32 (43%)
Totals	$ 37,140.60	$1,300.82	$2,241.32	$16,794.08

State funds for construction - Chapter 178, Laws 1917; Chapter 31, Laws 1920.

State funds for maintenance - Resolution Aug. 17, 1917; Chapter 237, Laws 1917.

PR 141-a

PACIFIC TELEGRAM

January 7, 1929.

Mr. W. E. Chandler,
Division Engineer,
State Highway Department,
Grants Pass, Oregon.

Dear Sir:

I had a telephone call one day last week from the Southern Pacific Company engineers asking when the grading work would be started at the Lakeside undercrossing. I immediately wired Tom Hull the low bidder, at Brookings and on Saturday, January 5th, received the following reply: "Will start clearing Monday and grading a week later."

I take it that the Southern Pacific Company engineers would like to have the excavation of the railroad embankment made first so that their bridge gang which is working in the vicinity can place the bracing and bulkheads before they leave and save a trip back. Will you please have your resident engineer keep in touch with the Southern Pacific engineers and, if the bridge gang is still there, have Hull do the embankment excavation first so that the work may be handled in a manner which will make it convenient for the railroad bridge gang to do their work to the best advantage.

Very truly yours,

State Highway Engineer.

RAK:HI

PACIFIC TELEGRAM

CLASS OF SERVICE

TELEGRAM	✓	DAY LETTER	SYMBOL DAY L.	NIGHT MESSAGE	SYMBOL NITE	NIGHT LETTER	SYMBOL

IF NONE OF THE THREE SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

RECEIVED AT

Pdt-58-a-9pd

Brookings Ore 9 40 am
1-5 29

State Highway Engineer
Capitol Bldg
Salem Ore

Will start clearing monday and grading a week later

Tom Hull
10 20am

WEC/F

W. E. C[illegible]
Division Engineer

FORM S-S-1 S-5012 1000 9-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

PR 141-A

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

December 17th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith estimate for Lakeside under grade crossing for comparison of bids:

1.	Clearing and Grubbing		$150.00
2.	Excavation, single classification, 6,000 cubic yards @ $0.50		3,000.00
3.	Overhaul, station yards, 5,300 @	$0.03	159.00
4.	Truck Haul yard mile, 2,200 "	0.30	660.00
5.	12" concrete pipe lin. ft. 40 "	2.00	80.00
6.	Cedar ditch lining3.5 M-FBM "	60.00	210.00
			$4,259.00
	10% engineering		425.90
			$4,684.90

Yours truly,

W. E. CHANDLER
Division Engineer

WEC/F

PR 141a

October 20, 1928.

County Court of Coos County,
Coquille, Oregon.

Gentlemen:

Under date of September 26, we forwarded you three copies of a joint agreement between the Southern Pacific Company, the State Highway Commission and the County Court of Coos County, providing for the construction of the crossing of the Roosevelt Highway under the Southern Pacific track south of Lakeside. In the letter accompanying them, I explained the provisions of the agreement as applying to Coos County. We have not yet received these copies back from your Court and hence take this opportunity of calling the matter to your attention, thinking that it may have been overlooked.

We would like very much to have the agreements returned so that they can be forwarded to the railroad company as soon as possible, as the beginning of the work will depend on final signing of the agreements by the railroad officials.

If there is any misunderstanding about these agreements or any part which is unsatisfactory, please advise.

Very truly yours,

State Highway Engineer.

EAEHI

Should be PR 141 A

September 26, 1928.

County Court of Coos County,
Coquille, Oregon.

Gentlemen:

I am attaching hereto three copies of a joint agreement between the Southern Pacific Company, the State Highway Commission and the County Court of Coos County, providing for the crossing of the Roosevelt Highway under the Southern Pacific tracks south of Lakeside. It is possible that we previously forwarded you a copy of a similar agreement for your signature and this may be, to that extent, a duplication. However, the previous agreement was not in satisfactory form to our attorney and it has been rewritten in its present form, hence we desire your signatures again.

On reading this over, you will note that this agreement is drawn to provide for 30% cooperation by Coos County. We have previously advised the Southern Pacific Company that the State would assume Coos County's obligations in this matter under the terms of a cooperative agreement which has previously been carried out on which Coos County has paid its full share; therefore, that clause would be inoperative so far as Coos County is concerned. However, the railroad attorneys felt that it was necessary to draw up the agreement in the form following the Public Service Commission order which provided 30% cooperation by the County, 30% by the State and 40% by the railroad company. For these reasons, request is made that the agreement be signed in its present form with the understanding that no payments will be required of Coos County. Your only obligation would be to vacate the old grade crossing after the construction of the new undercrossing, which can be readily accomplished by the usual form of resolution.

Inasmuch as the steel is already on the ground for this structure, we anticipate that this improvement will be completed soon after the first of the year, or, in any event, prior to next year's summer traffic.

Very truly yours,

State Highway Engineer.

RAK:HI

PR # 141 A

L—

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO NO. GMO-75927

E. L. KING,
SUPERINTENDENT

September 24, 1928

Mr. S. H. Probert,
Office Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

Your letter September 19th in connection with temporary trestle for undergrade crossing near Lakeside.

The matter of close clearance on the wing portion of the bulkhead bents was overlooked by us, and wish to thank you for calling our attention to this matter. We are sending you a corrected drawing showing additional opening at each end.

Referring to inquiries of the fourth paragraph concerning width of excavation. It is desired to excavate only sufficient area to permit excavation for the construction of the abutments and enbankment should be removed a reasonable distance, say possibly three feet, from the back sides of the abutments.

Excavation by your contractor should be carried only to grade of your highway. Any additional excavation for foundation of abutments we believe should be handled by our forces as it will no doubt be necessary to shore up as excavation is made.

Yours truly,

E. L. King

September 19, 1928.

Mr. E. L. King,
Division Superintendent
Southern Pacific Co.,
Portland, Oregon.

Dear Sir:

Please refer to the enclosed blue print of your drawing No. 3847, which drawing shows the plan in accordance with which you propose to construct the temporary trestle which will be required in connection with the construction of the Lakeside undercrossing.

At the right end of the print, we have made a sketch to show the slopes at which the cut through your railway embankment will have to stand unless a longer trestle than you propose to build is constructed. Possibly these slopes are no steeper than you had intended to use, but it rather appeals to us that there has been an error in the design, and that the trestle should be extended one more bent at each end so that the slopes will not need to be steeper than about 1:½

We are interested in this as it affects the quantity of excavation to be handled by our contractor, and before we proceed further with the preparation of the grading plans, we wish to make sure that there is no error in the positions of the trestle bulkheads as they are shown in the drawing referred to.

Please advise us also as to the width to which our excavation through the railway embankment should be taken out in order to provide the space that you will need for the abutment construction. Also, please advise as to whether or not you will want us to make any excavation below the highway grade elevation as the same is indicated on the enclosed print.

With your reply, kindly send a print of the trestle layout to replace the print which we are returning herewith.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

FORM 2-B-1 [illegible] 500 9-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 141a

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

June 26th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith copy of letter from Mr. Van Scoy in connection with the Lakeside undercrossing. I think this will straighten out the culvert that we have been corresponding about. I overlooked this letter as it should have gone in some little time ago.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

COPY

Coquille, Ore.
June 14th, 1928.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Ore.

Dear Sir:

In answer to Mr. Proberts letter to me dated June 8th regarding culverts on the Lakeside undercrossing.

I looked up the culvert at 13-79 an 18" pipe installed by the Bureau of Public Roads. It is rather low but we may as well cut out the proposed 24" pipe. Later is the 18" pipe does not do the work it is not a hard job to install another pipe.

Mr. Probert mentioned a pipe to carry the cut drainage either thru the undercrossing or across the road about station 4-50. There should be a 12" pipe here, 42' long to carry the drainage across the road and draining the water into the main culvert under the undercrossing.

I did not look up these culverts as thoroughly as I should have.

Respectfully,

(Signed) Paul Van Scoy
Resident Engineer.

PR*141 A

OREGON STATE HIGHWAY COMMISSION

June 8, 1928.

Mr. Paul Vanlesy,
Resident Highway Engineer,
Coquille, Oregon.

Dear Sir:

Mr. Chandler has forwarded to us a copy of your letter of May 31, in regard to the 24" culvert pipe which it is proposed to install at about Station 8 or 9 of the Lakeside Undercrossing Section.

For the purpose which this culvert is to serve, as explained in your letter, a 24" pipe probably would not be too large, but in your letter of May 24, you stated that this culvert was to be installed near Station 5 which station is east of the undercrossing, and we assumed from this that the culvert was intended to carry the drainage from the cut ditch between Station -3 and 4+80, and the drainage from the railway track and the area to the left of Stations 4 to 5.

In connection with this 24" equalizing culvert, we wish to call your attention to the 18" culvert which was installed by the Bureau of Public Roads at Station 18+79, apparently for the same purpose. Is the 24" culvert required in addition to this 18" culvert?

It appears to us that a culvert is required at about Station 4+80 to take care of the cut ditch drainage and to the other drainage referred to in the second paragraph above. Unless a culvert is installed at that point it will be necessary to carry that drainage through the undercrossing, which, in our opinion, is not desirable.

It is possible, of course that the soil in this vicinity is sufficiently sandy that no drainage will accumulate in which event a culvert at this point would be unnecessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

SHP:AP
CC Mr. W. E. Chandler

S. H. Probert
Office Engineer

500 8-27

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

June 8th, 1928.

RECEIVED
JUN 9 1928
OREGON
STATE HIGHWAY COMMISSION

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith copy of letter from Mr. Van Scoy which is in answer to your letter of May 29th, 1928, in reference to the Lake Side undercrossing. As to the need of the culvert pipe at Station 4+50, can advise that this was found to be required on inspection which I made with Mr. Van Scoy on this project some little time ago. This is merely for equalization of the water on either side of the fill as there is quite a large pocket between the railroad and the highway that should have a culvert or we will be very liable to lose the sand fill if even a very small amount of water went over it.

Do not want to put in less than an 18" at any rate but think a 24" would be much better.

Construction of this has been delayed. We will probably not be able to get the work done in time to use the gravel from Mr. Sawyer's division. If we are not able to will have to ship in some from either Reedsport or Marshfield whenever this job is completed, or we can stock pile the material required for this at any time from Mr. Sawyer's division.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

COPY

Coquille, Oregon.
May 31st, 1928.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Oregon.

Dear Sir:-

In answer to Mr. Probert's letter to me dated May 29th regarding the Lakeside undercrossing.

The pipe which Mr. Probert mentions as being under the fill near Station 4 to 5 is really between 8 and 9, the station 4 to 5 being the location of the main 24" pipe which the Southern Pacific Railroad will place.

This culvert between Station 8 and 9 is meant to take care of a quick rise of Ten Mile Creek, and even up the water on each side of the fill about station 8 to 9. On the hill side (east) of the fill at this station there is considerable of a pocket, probably two acres which is low land. In case of a quick rise this pocket should fill at the same rate that the creek rises. It was ror this reason that I mentioned a 24" pipe. An 18" pipe probably would get by, but a 12" pipe would be too small. I have always provided large openings in cases similar to this with the idea that the water on both sides the fill should be kept at the same level. As the amount of money involved between an 18" and a 24" is not large I would like to see the 24" installed and be on the safe side.

Mr. Probert also mentioned the gravel stock piled near the undercrossing. There was a small pile placed on the fill near station 10 but it was very small. And there was some material piled on the old road east of the crossing, but this pile can be used for maintenance, and as it is not over 80 cu. yds. it does not seem to me to be worth while to use it on the new grade. It is also a rather fine material very strong to sand, and not very well adapted for the base course on this new grade. So I had in mind to leave these piles for future work, as the amount was not sufficient, and get about all the material from the contractors between Lakeside and Reedsport.

The culvert at station 8 to 9 would be 56 feet long.

Respectfully,

(Signed) Paul Van Scoy
Resident Engineer.

May 28, 1928.

Mr. Paul Van Scoy,
Resident Highway Engineer,
Sequilla, Oregon.

Dear Sir:

Reference is made to your letter of May 24, in regard to certain details of construction which were omitted from the plans submitted some time ago for the grading work in connection with the Lakeside Overcrossing. A copy of this letter was forwarded to us by Mr. Chandler.

We were not aware of the fact that the railroad company proposed to install the 24-inch pipe culvert which is required to carry the drainage under the overcrossing structure. In as much, however, as the railroad company already has the pipe for this part of the work on the ground, we will not need to include this culvert in our part of the project. You will, of course, arrange with the Southern Pacific engineers so that this culvert will be installed the way that we want it as it is essentially our structure, and must be maintained by us.

It is not apparent to us why the pipe culvert required under the highway at about Station 4+50 or 5+00 needs to be of the 24-inch size. It would seem that most, this culvert would carry only a very small part of the total drainage that must be handled through the 24-inch pipe to be placed under the overcrossing structure. Would not an 18-inch pipe, or even a 12-inch pipe be sufficient?

It is our impression that at the time the Bureau of Public Roads surfaced the highway north of the proposed overcrossing, materials for the surfacing at the undercrossing were stockpiled. If we are not mistaken, a note to this effect appeared upon the profile for the overcrossing which we received from the Bureau of Public Roads, and which we forwarded to you. This note, as we recall it, indicated that the stock pile was located somewhere between Stations 10 and 15. There must be some mistake about this, however, as if the materials were on the ground, you surely would have noticed them. It will probably

Mr. Paul Van Soay, #2 6/29/28

be best to arrange for the surfacing of the overcrossing section by the contractors who are surfacing the section between Reedsport and Lakeside. We will take this up with Mr. Sawyer, and see what arrangements can be made with the contractor. It now appears that the Reedsport-Lakeside work will be in progress long enough so that the materials can be placed upon the completed work at the undercrossing as they are delivered. In case, however, the grading of the undercrossing is not completed in time for this, then we can see no reason why the materials could not be stockpiled on the completed highway grade at about Station 12.

Please let us hear from you in regard to the size of pipe required at Station 5 so that we can complete the preparation of the grading plans.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. W. E. Chandler

MR. CHANDLER:

Please see that we are provided with whatever details you may with to incorporate in the special provisions for the grading work involved in this project. We should at least have some comment in regard to the clearing work, the classification of excavation, and the date of completion.

S.H.P.

W. L. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

May 26th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith copy of letter from Mr. Van Scoy regarding the under-crossing near Lakeside. Can advise that the changes in culverts as mentioned by Mr. Van Scoy be made on the profile. It might be a good plan to include the surfacing in the original contract but there is no decided advantage as I think we could do it just as cheaply ourselves. However, it probably would be better all considered, to put the surfacing material in the contract.

When do you think this will be advertised?

Yours truly,

W. E. CHANDLER
Division Engineer

WEC/F
Inc. 1.

MAY 28 1928

COPY

Coquille, Oregon.
May 24th, 1928.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Oregon.

Dear Sir:-

I went over to Lakeside last Monday and noticed that the Southern Pacific Railroad were getting their piling on the ground to the undercrossing. I talked with the foreman in charge asking him about 100 lin. ft. of 24" R.C.pipe now on the ground. This pipe is for the undercrossing so we do not need to figure this pipe in on our plans. In my estimate on this job I included the pipe. However, the Salem office probably know that the Southern Pacific Railroad will put in the pipe.

There was a culvert to be placed under the fill just west of the undercrossing which I forgot to put in the estimate also. This would be a 24" RCP about 56 feet long near station 5-00. The surfacing on this section I also left out. From station 1-50 to 10-00, 1150 feet at 40 c y per 100 ft. 460 c y I would think that the contractors between Lakeside and Reedsport might do this, although I cannot see where they would store it.

Respectfully,

(Signed) Paul Van Scoy
Resident Engineer.

FORM 3-K-F C-7648 1000 1-28

COMMISSIONERS
H. S. VAN DUZER, PORTLAND, CHAIRMAN
G. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

PR 1412

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 17, 1928

IN REPLY PLEASE
REFER TO FILE NO.

R. A. Klein,
O f f i c e

I am handing you herewith the proposed form of agreement in triplicate, covering the subject of the Lakeside crossing. This agreement, you will recall, was submitted once before by the railroad company and was returned by me for certain corrections. Some of these corrections have been made. The one, however, which seeks to obligate the state with respect to certain claims for damages has not been eliminated, the railroad company taking the position that this provision should be incorporated.

It is my theory and conception of the law that the highway commission is without authority to so bind the state. The legal department of the railroad company says that if I am correct, the incorporation of such a provision in the contract would not create an obligation which the commission is without authority to incur on behalf of the state.

Personally I am opposed to the execution of an agreement with such a provision in it for I do not believe the commission has such authority. The highway commission, however, has signed agreements before with this same provision, and it may want to do so in this case. I am submitting this form of agreement with the company's letter attached, and with this observation concerning the feature of the contract to which I have taken exception, and which it appears the company refuses to eliminate from the form of agreement.

J. M. DEVERS

JMD:EH

FORM S-B-1 B-5050 1000 8-27

COMMISSIONERS
R. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR #1410

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

May 14th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Herewith profile, cross sections and map of the Lakeside under crossing. Also, copy of letter from Mr. Van Scoy regarding these plans. I think Mr. Van Scoy's note regarding the concrete trough is no doubt correct as part of this trough will have to be made on a fill, otherwise I think there are no corrections.

Yours truly,

WM. E. CHANDLER
Division Engineer

WEC/F
Inc.

COPY

Coquille, Oregon.
May 11th, 1928.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Oregon.

Dear Sir:-

I am enclosing under same cover the revised profile of the proposed under crossing at Lakeside. On account of the larger yardage involved in the railroad embankment than we had originally figured, the haul had to be changed somewhat. Most of this excess yardage was shown under truck haul.

I think that the wood trough is a little better plan than the concrete trough, for this wood trough will be laid on a fill for part of its length, on account of fill up some of the gulch, and I would not care to construct a concrete trough on a new fill even if most of the fill were sand. The cedar trough could be made up of 3" plank if the saving would amount to much. I would think that the wood trough would be considerably cheaper than a concrete trough.

Respectfully,

(Signed) Paul Van Scoy
Resident Engineer

SOUTHERN PACIFIC COMPANY
(PACIFIC LINES)
PORTLAND, OREGON

IN REPLY PLEASE REFER TO NO. GM075927

E. L. KING,
SUPERINTENDENT

May 5 1928

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Yours of May 1st in regard to undergrade crossing at Lakeside.

We expect to undertake this work about June 1st and will require about 10 days to complete the false work.

Yours truly,

E L King
MO

REFERRED TO
S.H.P.
Please run in Thru
Roll

April 25, 1928.

Mr. Paul Van Scoy
Resident Highway Engineer,
Coquille, Oregon.

Dear Sir:

In the plans recently submitted for the grading work in connection with the proposed Lakeside Undercrossing, we note that the excavation through the railroad embankment has been computed on the basis of a 30 feet roadbed.

In the plans to be followed by the railroad company in the construction of the temporary trestle and the concrete abutments, copy of which we presume you have seen, it is indicated that an excavation at least 48 feet wide at highway grade will be required, 24 feet of which excavation will be occupied by the highway roadbed and 20 feet by the undercrossing abutments, each of which should be 10 feet in thickness. Allowance for this extra width of excavation will increase the excavation quantities approximately 1000 cubic yards, and as we have no means here of determining the disposition of these excess quantities it will be necessary for us to return the plans to you for revision, and this is being done.

It is noted also, that you propose to construct a V-shaped trough to carry the drainage from the end of the old culvert to the end of the new one to be constructed at the undercrossing, and that in this construction you propose to use four inch cedar planking. It occurs to us that it would be much more desirable and probably more economical to provide a concrete paved ditch for this drainage. If it will be possible to delay the paving of this ditch until the railroad company is pouring concrete for the abutments, the cost of the concrete should be very materially less than the cost of four inch cedar plank.

We are of the opinion that provision for the hauling of those of the excavated materials which must be hauled a considerable distance can be best taken care of under the provision for "Trunk Haul" which is being quite generally used in various parts of the state. A

Mr. Paul Van Bony #6 April 22nd, 1920.

copy of this provision is being enclosed, and it is suggested that the distribution diagram on the profile be worked out to correspond therewith.

Very truly yours

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

RHP:AP

CC Mr. W. E. Chandler

VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

RECEIVED
APR 24 1928
STATE HIGHWAY
OREGON

April 23rd, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Under separate cover we are sending profile, alignment map, quantity summary and cross sections of the Lakeside undercrossing which have been prepared by Paul Van Scoy. Right at this moment I am not preparing special provisions but will send them in at as early a date as possible. If there is anything you notice that is lacking, will you please advise so it can be immediately furnished.

Have a plan of the cedar trough presented by Paul Van Scoy and as soon as it is traced and worked over here will send it along.

Also, I am sending copy of letter from Paul Van Scoy, giving dollars and cents estimate. This is for your information only and is subject to change when estimate for comparison of bids is sent in from this office.

Yours truly,

WM. E. CHANDLER
Division Engineer.

WEC/F

COPY

Coquille, Oregon.
April 17th, 1928.

Mr. W. E. Chandler
Division Engineer
Grants Pass, Ore.

Dear Sir:-

I am enclosing under separate cover, the following notes on the proposed under crossing of the Roosevelt Coast Highway near Lakeside. This estimate shows a great deal of material to be used for other purposes than making the fill itself. We had in mind to haul this excess material both north and south increasing the widths of the existing fills. This will almost exclude team work on this job, but it can be a good small shovel job.

It would probably be better to ask for a haul price in cubic yard half mile units, instead of the usual station yard price. In this way we will be able to get a better price I think, and if a shovel is used, this method of haul is figured by the contractor. However I have figured the station yards on the profile and we would probably get a low price on this unit, so I suppose that there is not much difference unless we later conclude to haul in some place not shown on the profile.

Following estimate.

	Clearing and grubbing	$100.00
6000.	Common Exc. 4947 c. y. @.40	1978.80
5000.	Overhaul sta. yds.38,470 @ .03	1154.10
	Rein conc pipe 24" @ 4.00	516.00
	Lbr. Pt. Orford cedar 3208 F.B.M. @ $60.00	192.48
		3,941.38
	10%	394.14
		$ 4,335.52

Following records inclosed under separate cover:

1 hard paper profile
1 blue print map alignment
1 set platted cross sections
1 yardage sheet
1 detail sketch of flume

Respectfully

(Signed) Paul Van Scoy
Resident Engineer.

April 4, 1928.

Mr. E. L. King,
Division Superintendent
Southern Pacific Company,
Portland, Oregon.

Dear Sir:

In making provision for the funds that will be required in connection with the Lakeside Undercrossing, we find ourselves in need of an estimate of the cost of the part of the work which is to be performed by your company.

We would appreciate it therefore if you would supply us with such an estimate, itemizing the same, if possible, to the extent of showing the quantities of steel, concrete, excavation, etc., and the unit prices at which these items are estimated.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

FORM 2660

LOCAL
9-30-10000

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

NO. GMO 75927

E. L. KING,
SUPERINTENDENT

April 2, 1928

Mr. Wm. E. Chandler,
Division Engineer,
Oregon State Highway Commission,
Grants Pass, Oregon.

Dear Sir:

Your letter of March 30th in regard to undergrade crossing near Lakeside.

We have recently completed tests at this location and for your information am enclosing blueprint log of these tests, which show definitely that pile foundation for abutments will be necessary

Before any grading is done we will drive a temporary trestle which will extend far enough from the pier excavation either way to take care of the slope. It probably will extend thirty feet beyond the area of excavation of abutments. The bulkhead will be installed about four feet in height and slope of 1 to 1 from the bottom of this bulkhead left in to support the dump. Southern Pacific forces will excavate sufficient to make their cutoffs, install the caps, stringers and bulkheads. Your contractor would then be free to remove this material without affecting the track.

After the excavation is completed for your sub-grade, Southern Pacific forces will drive pile foundations for abutments, and excavate for and install abutments and girder.

The back-filling behind the abutments, we believe, could be more economically taken care of by dumping direct from cars, as we can load this material at Coos at cost of about 25¢ per cubic yard, plus cost of hauling and dumping, which I do not believe would bring the total to over 50¢ or 60¢ per yard. However, if you have excess material and your contractor could replace this material to advantage, there would be no objection to handling in that manner.

We expect to handle this driving with a skid driver mounted on a flat car for driving the temporary trestle and the portion of pile foundation for abutments which comes under the track. We will then have to unload the skid driver and drive the pile foundation under the wings of the abutment from the ground. We can begin this work most any time as the agreement has been executed.

Yours truly,

E L KING

Cy Mr Roy A. Klein,
State Highway Engineer,
Salem, Oregon

March 17, 1928.

Mr. W. E. Chandler
Division Highway Engineer
Grants Pass, Oregon.

Dear Sir:

We are sending herewith a revised plan sheet for the Lakeside Undercrossing on which sheet we have indicated what we believe to be the best grade line that can be obtained under the existing conditions.

You will note that this grade line gives a vertical clearance of 15.5 feet measured from subgrade. This will result in a clearance of 15 feet after the surfacing has been placed, which is the clearance that is desired. Note also, that in the plan first sent, the elevation of the top of rail was shown as 54.59 whereas in the revised plan this elevation is shown as 54.99. The latter figure is correct.

We believe that the plans prepared for this project by the Forest Department of the Bureau of Public Roads contemplated a 22 foot roadbed. We believe that the new plans should be worked up on the basis of the same cross-section as was used on the Reedsport-Lakeside Section, blue print copy of which cross-section is being enclosed herewith.

Very truly yours,

R. A. KLEIN
State Highway Engineer

By

E. E. Probert
Office Engineer

EEPtAP
CC Mr. Paul Van Dorp

FORM 2680

LOCAL

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO NO. GMO 75927

E. L. KING,
SUPERINTENDENT

March 17, 1928

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Yours of the 13th requesting two more sets of prints of undergrade crossing at Lakeside .

We are mailing two sets to our District Agent, Mr. Mickel, who will deliver them to you immediately upon receipt.

Yours truly,

E Kinyon

SHP

March 15, 1928.

Mr. W. E. Chandler,
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

We are advised by the Southern Pacific Company that it has ordered the steel for the Lakeside Undercrossing, and that it expects to shortly commence the construction of the structure.

The company plans to drive piles through the present embankment and to construct upon them a temporary trestle to carry the track while the abutments are being constructed and the girders put in place. After the temporary structure is in place, the railway company expects us to arrange for the removal of the railway embankment to make room for the new structure and for the highway.

In view of these conditions, we would like to work out our plans for the removal of the embankment and for the grading of the approaches so that bids for the same can be called for at the April letting. Accordingly, we are sending to you today a blueprint plan showing the alignment and profile as laid out by the Bureau of Public Roads at the time the forest road section north of the crossing was constructed. We are also sending a set of the railway company's plans for the structure. With this information as a basis, please work up complete plans for our part of the work and submit them to us in time for advertising as above stated. The plans should be accompanied by cross-sections as we expect to request federal aid.

Please note that the grade line shown on the plans give a clearance of only about 13.5 feet. The grade should be lowered to provide a full 15 foot clearance. A careful determination should be made, also, of the size of culvert required to carry the water under the structure. I think that the railway plans show a 24-inch pipe, while the government's plans call for a 30-inch pipe.

According to our information, the grading is completed except between Stations 0+00 and Station 10+00, the forest road project north of the crossing having included everything north of about Station 16+00.

Mr. W. E. Chandler #8

A copy of the plan showing the alignment and profile as laid out by the Bureau is being sent to Mr. Van Dorp, as is also some plotted cross-sections which we have received from the Bureau.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. Paul VanDorp
Coquille, Oregon.

...ISSIONERS
...UZER, PORTLAND, CHAIRMAN
...MEDFORD
...AWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

March 14th, 1928.

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

We have a copy of your letter of March 13th to Mr. King, Superintendent of the S. P. Company, stating that arrangements were being made for staking center line at the under crossing near Lakeside. As we do not have constructed map or profile of this section, will you kindly send a blue print of each.

RECEIVED
MAR 15 1928
OREGON
STATE HIGHWAY COMMISSION

Yours truly,

WM. E. CHANDLER
Division Engineer

By Chas. E. Low
Chas. E. Low
Office Engr.

CEL/F

SOUTHERN PACIFIC COMPANY

March 15, 1928.

Mr. E. L. King,
Division Superintendent
Southern Pacific Co.,
Portland, Oregon.

Dear Sir:

We are pleased to acknowledge receipt of your letter of March 10, transmitting a set of the plans for the proposed undercrossing at Lakeside, and stating that the order for the steel for this structure is already being placed by your San Francisco office.

As it is our intention to request federal aid in the payment of the State's share of the cost of this structure, we would appreciate it very much if you would send us two more sets of the structural plans, one set to be furnished to the federal government, and the other to be used by our field engineers.

It is noted that the plans do not show the vertical clearance which is being provided for the highway. In this connection, we wish to advise that it is our plan to lay the highway grade for a clearance of fifteen feet.

We are making arrangements with our field engineers for the staking of the highway centerline, and if at any time your engineers are in need of information in regard to our plans for the grading of the approaches, our men will be pleased to cooperate with them.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CC Mr. W. E. Chandler

FORM 2660

LOCAL

SOUTHERN PACIFIC COMPANY

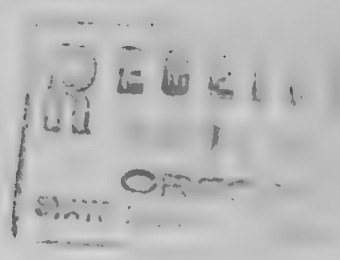
(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO NO. GMO 75927

E. L. KING,
SUPERINTENDENT

March 10, 1928



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Yours of the 8th inst. with reference to plans and location of the proposed undergrade crossing at Lakeside.

I am sending you herewith a set of prints of Dwg. MWD 6191, sheets 1, 2 and 3, which have been revised to replace Dwg. MWD 5129 showing construction of the girder proper. Am also attaching a print of Dwg. 2360 showing outlined in red the new location and easements to be given Highway Department, and outlined in yellow the crossing to be abandoned.

We are in receipt of advice from our San Francisco Office under date of March 7th that the order for the steel is being placed for this structure.

Yours truly,

E. L. King

SOUTHERN PACIFIC COMPANY

March 8, 1928.

Mr. E. L. King,
Division Superintendent
Southern Pacific Co.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 7, stating that you are planning to shortly commence the construction of the Lakeside Undercrossing.

As we seem not to have received copies of the plans for this structure, we would be pleased if you will send us three complete sets. We will appreciate it also, if you will postpone placing the order for the steel until we have had an opportunity to check over our highway location at this point. We do not anticipate that any change will be made, but we desire to make sure that our location is correct before construction operations are actually started.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

FORM 2660

LOCAL

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

PORTLAND, OREGON

IN REPLY PLEASE REFER TO

GMO 75927

NO.

E. L. KING,
SUPERINTENDENT

March 7 1928

Mr. Roy. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

In regard to the proposed undergrade crossing at Lakeside.

You have been furnished with copy of Dwg. MWD 5129 showing the construction of this. You will note that the track crosses your proposed location at an angle of 44 degrees, 58 minutes. The order for this girder will be placed in the near future in accordance with this plan and if there are any changes in the highway location we should be advised promptly.

Yours truly,

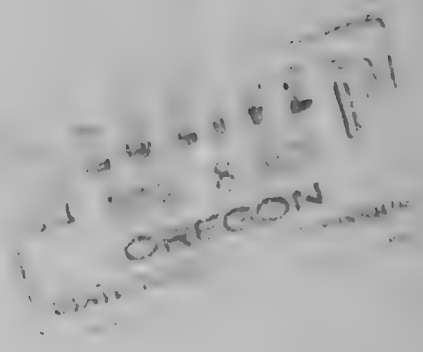
FORM 3510

STANDARD
M-26-3,000

Southern Pacific Company.
Portland, Oregon.

Ben C. Dey,
General Attorney

March 7, 1928.



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Application of State Highway Commission
for order authorizing undergrade crossing
near Lakeside in Coos County. PSC Ore.
F-1231.

Dear Sir:

Your letter of the 18th ultimo, your File FR44:

I have dictated an agreement covering the construction and maintenance features of the above mentioned proposed undergrade crossing, and will submit it to our management for approval. As soon as such approval is received I will forward it to you so that you may arrange for execution of the agreement by the State Highway Commission and the County Court of Coos County.

Such expenditure of funds as will be necessitated by the construction of this crossing has already been authorized by the Company's management and we ought not to experience any unusual delay after the agreement is executed.

Very truly yours,

14/11

Ben C Dey

FORM 2660

PR-148-A LOCAL FILE NO.

SOUTHERN PACIFIC COMPANY

(PACIFIC LINES)

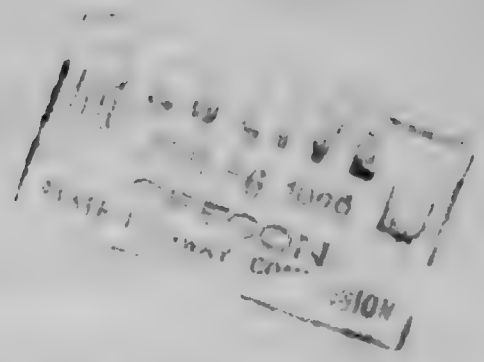
PORTLAND, OREGON

IN REPLY PLEASE REFER TO GMO 75927 NO.

E. L. KING,
SUPERINTENDENT

April 5, 1928

NOTED
State Highway Engineer



Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Yours of the 4th inst requesting estimate of the cost of proposed structure at Lakeside undergrade crossing.

I am attaching herewith our detail of the 40 ft. ballast deck girder, together with the 24 inch concrete culvert and the necessary false work. We estimate the cost of this to be $23093.00. This estimate is tentative. However, we feel that it is conservative, and with the 10% contingencies we have provided thereon, should amply take care of this job.

Yours truly,

E. L. King

Form 16-1

DISTRIBUTION DETAIL OF WORK ORDER

STATION LOCATION AND BRIEF DESCRIPTION
Lakeside, Ore.: Undergrade Crossing.

SHEET 2 OF 3 SHEETS

NO. PD-11475

ESTIMATED BY

DATE 1/21/28 192

ACCT. No.	UNIT	QUANTITY	CHARACTER OF WORK	AMOUNT LABOR Total	MATERIAL Other	TOTAL Inves
			Appropriation for Year 1928- - -	9235	2371	6864
			Cash Requirement for Year - - - -	8035	1217	6818
6	- B T & C:					
			40 ft Ballasted Deck Girder on Concrete Abutments:			
	C Y	250	Excavn. - Abutment, 2.50	625		
	L F	3375	Untr. Fir Piles,			
			75 - 45' .10		338	
			Drive Piles-WT-8 days	400	320	
			do. B&B- do.	600		
	C Y	560	Concrete Abutments 6.	3360	3360	
	Lbs	46000	40 ft Bal. Deck Girder-.06		2760	
	FBM	1900	Creo Fir Planking 40.	50	76	
			Iron, Rivets, etc.,		100	
	N T	23.0	Place Girder 20.	460		
			" " WT-2 days	100	80	
			Paint Girder	50	25	
			Miscellaneous	50	100	
			Unload & Handle Mat'l	250		
			Move Outfits	50		
			Freight		1100	
			Rental & Repair Equipt.		1050	
			Store Expense		178	
			Use of Tools		110	
			10% Contingencies	600	960	
			Est Cost Girder & Abutments,	6595	10557	17152
	CULVERT 753-E:		Renew to 100 ft of 24" Conc. Pipe:			
	C Y	60	Excavn. & Backfill 2.	120		
	L F	100	24" Conc. Pipe 3.		300	
	C Y	6	Conc. Headwalls 7.	42	42	
			Place Concrete Pipe 2.	200		
			Move Outfits	50		
			Freight		95	
			Outfit Rental		41	
			Store Expense		26	
			Use of Tools		8	
			10% Contingencies	41	51	
			Est. Cost Culvert,	453	563	1016
	40% Southern Pacific Co. - Dr R&E 6 -			7266		
	30% Coos County - Dr Recoll.-			5451		
	30% Ore. State Hy. Comm. - do.			5451		
11	- BALLAST:					
			Change Out Gravel to Crushed Rock on Girder.			
	C Y	30	Crushed Rock 2.25		68	

			Appropriation for Year 1928 - - -	9235	2371	6864
			Cash Requirement for Year - - - -	8035	1217	6818
6 - B T & C:						
	40 ft		Ballasted Deck Girder on Concrete Abutments:			
C Y	250		Excavn. - Abutment, 2.50	625		
L F	3375		Untr. Fir Piles,			
			75 - 45' .10		338	
			Drive Piles-WT-8 days	400	320	
			do. B&B- do.	600		
C Y	560		Concrete Abutments 6.	3360	3360	
Lbs	46000		40 ft Bal. Deck Girder-.06		2760	
FBM	1900		Creo Fir Planking 40.	50	76	
			Iron, Rivets, etc.,		100	
N T	23.0		Place Girder 20.	460		
			" " WT-2 days	100	80	
			Paint Girder	50	25	
			Miscellaneous	50	100	
			Unload & Handle Mat'l	250		
			Move Outfits	50		
			Freight		1100	
			Rental & Repair Equipt.		1050	
			Store Expense		178	
			Use of Tools		110	
			10% Contingencies	600	960	
			Est Cost Girder & Abutments,	6595	10557	17152
CULVERT 753-E:			Renew to 100 ft of 24" Conc. Pipe:			
C Y	60		Excavn. & Backfill 2.	120		
L F	100		24" Conc. Pipe 3.		300	
C Y	6		Conc. Headwalls 7.	42	42	
			Place Concrete Pipe 2.	200		
			Move Outfits	50		
			Freight		95	
			Outfit Rental		41	
			Store Expense		26	
			Use of Tools		8	
			10% Contingencies	41	51	
			Est. Cost Culvert,	453	563	1016
40% Southern Pacific Co. - Dr R&E 6 -				7266		
30% Coos County - Dr Recoll.-				5451		
30% Ore. State Hy. Comm. - do.				5451		
11 - BALLAST:						
			Change Out Gravel to Crushed Rock on Girder.			
C Y	30		Crushed Rock @ 2.25		68	
			Freight - Portland		52	
			10% Contingencies		12	
					132	132

DISTRIBUTION DETAIL OF WORK ORDER

STATION LOCATION AND BRIEF DESCRIPTION: Lakeside, Or.: Undergrade Crossing.

SHEET 3 OF 3 SHEETS

NO. FD-11475

ESTIMATED BY

DATE 1/21/28 192

ACCT. NO.	UNIT	QUANTITY	CHARACTER OF WORK	AMOUNT LABOR	AMOUNT MATERIAL	AMOUNT TOTAL
COST TO RENEW IN KIND:						
	C Y	30	Gravel - Eugene at .90	27		
			Freight	24		
				51		
			Difference	81		
			Dr R&E 11	32		
			Dr Operating	20		
OPERATING:						
	L F	75	Tempy. Trestle, comp.	1064	1189	
	C Y	1250	Remove Embankmt & Back fill,	1250		
	Ea	37	Track Ties, Tr. 1.25		46	
	C Y	25	Gravel Ballast .90		23	
			Labor Reballasting	30		
			Remove Old Culv. and Backfill	100		
			Remove Grade Crossing	15		
			Maintain Traffic	500		
			Miscl., Clean Up, etc.	100		
			Use of Tools		40	
			10% Contingencies	306	130	
				3365	1428	4793
	40%	Southern Pacific - Dr Operating,		1917		
	30%	Coos County		1438		
	30%	Ore. State Highway Comm.		1438		
			TOTAL COST,			$23,093.00

ESTIMATED LEDGER VALUE PER LNGR. OF VAL.
FILE VD-8661 - July 19, 1926:

Dr Oper & Cr R&E	3,	20.72
do.	6,	397.89
do.	15,	14.42
TOTAL LEDGER VALUE,		433.03

Form 80-8

DISTRIBUTION DETAIL OF WORK ORDER

STATION LOCATION AND BRIEF DESCRIPTION: Lakeside, Ore.: Undergrade Crossing.

SHEET 3 OF 3 SHEETS

NO. FD-11475

ESTIMATED BY

DATE 1/21/28 192

ACCT. No.	UNIT	QUANTITY	CHARACTER OF WORK	AMOUNT LABOR	AMOUNT MATERIAL	AMOUNT TOTAL
COST TO RENEW IN KIND:						
	C Y	30	Gravel - Eugene at .90	27		
			Freight	24		
				51		
			Difference	81		
			Dr R&E 11	32		
			Dr Operating	20		
OPERATING:						
	L F	75	Tempy. Trestle, comp.	1064	1189	
	C Y	1250	Remove Embankmt & Back fill,	1250		
	Ea	37	Track Ties, Tr. 1.25		46	
	C Y	25	Gravel Ballast .90		23	
			Labor Reballasting	30		
			Remove Old Culv. and Backfill	100		
			Remove Grade Crossing	15		
			Maintain Traffic	500		
			Miscl., Clean Up, etc.	100		
			Use of Tools		40	
			10% Contingencies	306	130	
				3365	1428 ✓	4793 ✓
40% Southern Pacific - Dr Operating,				1917		
30% Coos County				1438		
30% Ore. State Highway Comm.				1438		
			TOTAL COST,		$23,093.00	✓

ESTIMATED LEDGER VALUE PER ENGR. OF VAL. FILE VD-8661 - July 19, 1926:

Dr Oper & Cr R&E	3,	20.72
do.	6,	397.89
do.	15,	14.42
TOTAL LEDGER VALUE,		433.03

C Y	30	Gravel - Eugene at .90	27		
		Freight	24		
			51		
		Difference	81		
		Dr R&E 11	32		
		Dr Operating	20		
OPERATING:					
L F	75	Tempy. Trestle, comp.	1064	1189	
C Y	1250	Remove Embankmt & Back fill,	1250		
Ea	37	Track Ties, Tr. 1.25		46	
C Y	25	Gravel Ballast .90		23	
		Labor Reballasting	30		
		Remove Old Culv. and Backfill	100		
		Remove Grade Crossing	15		
		Maintain Traffic	500		
		Miscl., Clean Up, etc.	100		
		Use of Tools		40	
		10% Contingencies	306	130	
			3365	1428 ✓	4793 ✓
40%	Southern Pacific - Dr Operating,		1917		
30%	Coos County		1438		
30%	Ore. State Highway Comm.		1438		
		TOTAL COST,		$23,093.00	✓

ESTIMATED LEDGER VALUE PER ENGR. OF VAL.
FILE VD-8661 - July 19, 1926:

Dr Oper & Cr R&E	3,	20.72
do.	6,	397.89
do.	15,	14.42
TOTAL LEDGER VALUE,		433.03

Oregon State Highway Department — Project No 141-A

Subway Under Crossing Section of the Roosevelt Coast Highway in Coos County

Estimate with plans. Not in basis for project agreements. Roadway to be constructed under state contract. Structure to be constructed by Railroad Company.)

Grading

All Required		Clearing and Grubbing	~~[illegible]~~	150.00
6000	cy.	Excavation, Single Classification	50¢	300.00
5300	yd sta.	Overhaul	.03¢	159.00
2,200	yd sta.	Truck Haul	30¢	660.00
40	lin ft	15" Concrete pipe	2.00	80.00
3.5	M-FBM	Cedar Ditch Lining	60.00	210.00
				$ 4259.00
		10% Engr & Cont.		$ 425.90
		Sub total (Roadway)		$ 4684.90

Structures

250	cy.	Excavation	2.50	$ 625.00
560	cy.	Concrete in Abutments	17.00	9520.00
46000	lb	Structural Steel	.08	3680.00
3375	lin ft.	Paving	.50	1687.50
1.9	M-FBM	Creosoted Planking	70.00	133.00
1370	cy.	Embankment and Backfill	1.00	1370.00
129	lin ft.	24" Concrete Culvert Pipe	5.00	645.00
30	cy.	Crushed Rock Ballast	4.00	120.00
25	"	Gravel Ballast	2.10	52.50
All Required		Contr. Temporary Trestle, remove grade Xing, Maintain Railway traffic, etc.		3175.00

	$ 21,008.00
10% Cont.	2100.80
Subtotal (Structure)	$ 23,108.80

Length of project: 0.372 miles
Cost per mile (including structures) $ 74,714.29
Cost per mile (excluding structures) $ 12,593.81

Summary

Items	Estimated Cost	State Funds	Federal Funds	Federal Aid Required (Bridges)
Roadway	4684.90	$ 1769.49 (SCEPA 45%)	—	$ 2915.41
Structure	23,108.80	~~$ 5134.41~~	$ 9243.52	~~$ 8824.36~~
	$ 27,793.70	~~$ 7006.41~~	$ 9243.52	~~$ 11,543.77~~

Creosoted Plank Deck

Lumber	$60.00
Labor & supervision	10.00
per M-FBM	$70.00

Culvert Pipe

Pipe, FOB job	3.60
Labor, Excavating, placing & backfilling	1.40
per lineft	5.00

Crushed Rock Ballast on Girder

Crushed rock 70 B. Portland	2.25
Freight	1.75
per cu yd.	$4.00

Gravel Ballast on Fill

Gravel 70 B Engine	.90
Freight	1.20
	$2.10

Construct temporary trestle, maintain railway traffic etc.

37 Lin Ft @	$1.25	$46.25

Remove grade crossing, old culvert, clean up etc. $15.00

Flagmen, move telegraph line, etc, $500.00

Temporary trestle 2414.00

$3175.25

Analysis of Cost covering its Lateral Underdraining

1. Concrete

	*
Cement and Aggregate	8.00
Forms and	3.00
Mixing & placing	3.00
Rent of Equipment	.50
Freight and handling	2.00
Storage	.20
Supervision	.30
Per Cu. Yd.	*17.00

Super Structure

Structural steel	.04
~~Bolts, Rivets, etc~~	~~.001~~
Labor & Supervision	.015
Painting	.005
Freight and handling	.015
Equip. Rental	.005
	.080

Piling

Piling	.10
Driving	.40
	.50

Item		Excavation	Piling for abutments	Structural Steel	Piling	Planking for Deck
1.	250 cy.	625.-				
2 T3	3375 lf.				338.-	
4					720.-	
5					600.-	
6.			6720.-			
7.	@ 6000 lbs			2760.-		
8.	1.9 M-FBM					126.
9.				100.00		
10	{			460.00		
11.				180.00		
12.	Paint			75.00		
13.	Misc		75.00	75.00		
14.	2nd Land & Hand		100.00	150.00		
15.	Mess outfits		50.00 25.00	25.00		
16.	Freight		600.00	500.00		
17.	Rental		41.00 600.00	450.00		
18.	Storage		178.00			
19.	Tools		60.00	50.00		

	625.-	8358.	4875	1658.	126
	250 cy.	650 cy.	4600	3375	1.9 M-FBM

250 cy.	Exc	625.-
561 cys	Conc	8358.-
4600 lbs	Steel	4875.-
3375 lf.	Piling	1658.-
1.9 M-FBM.	Planking	126

Item	Earth fill	24" Concrete Culvert	Concrete Headwall	Concrete Rubble Wall or Gutter	Removing Gutter & Kerbing and making Tuffi	Gravel Ballast on Fill					
20 60 cy	120.										
21 100'		300									
22 6 Cy.			8 ~~cy~~								
23 laying 6" to 12"		300									
~~24 Manhole~~											
25 freight on 17 Culvert		60	35								
26 Outlet			26								
27 Stone											
28 Tools			8								
29 30 cy.				68							
30 freight				52							
31 ?											
32 ?											
33					225.3						
34 1250 cy	1250										
35 Tiles					46						
36. 25 cy.						23.					
37 Labour						30.					
38 old Culvert					100						
39 Removing Kerbing					15						
40 Tuffi mats					500						
41. Clean up mud					100						
42 Tools					40						
	1370	560	153	120	3054	53					

15.00
560) 8358
560
2758
2800

560
280
8400

Concrete Abutments

Cement and aggregate	8.00	6.00
Labor and forms	6.00	6.00
Equip rental	1.50	1.50
Storage	.20	.20
Freight	1.00	1.00
Supervision	.20	
	17.00	

105
46000) 4830
46
230
230

Substructure

Steel	.06
Bolts, Rivets, etc.	.002
Plate girders	.015
Painting	.005
freight & unload	.015
Equip rental	.01
	.108

Concrete Headwalls

Cement & aggregate	8.00
labor & forms	6.00
freight	1.00

Stone

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

April 3, 1928.

P.R. 141 A

Lakeside Undercrossing Section

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- Attention - Mr. Probert

Relative to recent conversation between yourself and Mr. Davis relative to Oregon Federal Aid Project 141, the undercrossing of the Southern Pacific Railway south of Lakeside, it will be necessary to submit the usual number of plans for this structure, together with an estimate. This estimate may be prepared in either of two ways, presuming that the Railroad insists on doing the work on the structure themselves:

1st -- The estimate may be based on definite unit prices, which would be considered the same as contract prices on ordinary work. These prices of course would necessarily be agreeable to all parties concerned.

2nd -- Force account prices could be used, but if this were done the Railroad Company must show costs when construction is completed, the same as on any other force account work, and all rules governing such prices would prevail.

In either case the grading to be let by contract by the State would be included in the estimate the same as grading approaches to a bridge, i. e. the Springfield Bridge. This, I believe, covers the questions raised.

Very truly yours,

J. A. ELLIOTT
Highway Engineer.

Noted
AHP

April 3, 1926.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:- Attention - Mr. Probert

Relative to recent conversation between yourself and Mr. Davis relative to Oregon Federal Aid Project 141, the underpassing of the Southern Pacific Railway south of Lakeside, it will be necessary to submit the usual number of plans for this structure, together with an estimate. This estimate may be prepared in either of two ways, presuming that the Railroad insists on doing the work on the structure themselves:

1st -- The estimate may be based on definite unit prices, which would be considered the same as contract prices on ordinary work. These prices of course would necessarily be agreeable to all parties concerned.

2nd -- Force account prices could be used, but if this were done the Railroad Company must show costs when construction is completed, the same as on any other force account work, and all rules governing such prices would prevail.

In either case the grading to be let by contract by the State would be included in the estimate the same as grading approaches to a bridge, i. e. the Springfield Bridge. This, I believe, covers the questions raised.

Very truly yours,

J. A. ELLIOTT
Highway Engineer.

PR# 141-A

March 8, 1928.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

Our negotiations with the Southern Pacific Company in regard to the construction of the Lakeside Undercrossing have now reached a point where it appears that the construction of this structure will be undertaken within the next two or three months.

In order that we may check over the location at this point, and prepare plans for the grading of the approaches, we would be pleased to receive from you the maps, profiles, cross-sections and quantity estimates for the uncompleted section of highway at this site.

Please also advise as to the stations to which the grade has already been completed on the north and south sides of this section.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

CONTRACT #1054,

PR 136-B Lapine-W. Forest Bdry. 1928
Grading

1054

FORM 0024

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF DIVISION SUPERINTENDENT

PR# 136 B

Klamath Falls, Oregon.
September 30th, 1930.

OCT 1
OREGON

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Referring to our Comptroller's letter to you of August 25th, regarding bill for $83.07 against the State Highway Commission, covering installation of a grade crossing over our tracks, four miles south of LaPine.

Herewith bill in question. Would appreciate your remittance as soon as convenient.

Yours truly,

Commandeer

Superintendent.

Bill sent to auditing office Oct. 1, 1930.
Lmf.

GREAT NORTHERN RAILWAY COMPANY

ACCOUNTING DEPARTMENT

C. W. TILTON, ASSISTANT GENERAL AUDITOR
V. N. WAHLBERG, ASSISTANT GENERAL AUDITOR
J. C. SEIBERLICH, ASSISTANT GENERAL AUDITOR

G. H. HESS, Jr., COMPTROLLER
J. A. SANDBERG, DEPUTY COMPTROLLER
V. P. TURNBURKE, GENERAL AUDITOR

J. H. BOYD, ASSISTANT COMPTROLLER
P. RODENBERG, TAX ACCOUNTANT
W. M. BURN, STATISTICIAN

ST. PAUL, MINN. August 25, 1930.

IN YOUR REPLY, PLEASE REFER TO File VPB-S-O

Mr. Roy A. Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:-

Replying to your letter of July 28, 1930, and previous correspondence, re work performed by this company in connection with the installation of a grade crossing south of LaPine, Oregon:

We have canceled the two previous bills and prepared our bill No. 7-30-1266, amount $83.07, which does not include the cost of the area between the rails and the distance of 18 inches outside thereof, or the cost of the cross arm flanger signs and whistle posts.

The bill has been forwarded in care of Mr. C. A. Manthe, Superintendent at Klamath Falls, Oregon, and will reach you in due course.

Yours truly,

G Gustafson
T

D-7

REFERRED TO
Probert

GREAT NORTHERN RAILWAY COMPANY

ACCOUNTING DEPARTMENT

C. W. TILTON, ASSISTANT GENERAL AUDITOR
V. N. WAHLBERG, ASSISTANT GENERAL AUDITOR
J. C. SEIBERLICH, ASSISTANT GENERAL AUDITOR

G. H. HESS, Jr., COMPTROLLER
J. A. SANDBERG, DEPUTY COMPTROLLER
V. P. TURNBURKE, GENERAL AUDITOR

J. H. BOYD, ASSISTANT COMPTROLLER
P. RODENBERG, TAX ACCOUNTANT
W. M. BURN, STATISTICIAN

ST. PAUL, MINN. July 28, 1930.

IN YOUR REPLY, PLEASE REFER TO File VPB-S-O

Mr. Roy A. Klein,
State Highway Engineer,
State Office Building,
Salem, Oregon.

Dear Sir:-

On June 26, 1930, I wrote you as follows:

"I return herewith papers in connection with our bill No. 12-29-1684 against the Oregon State Highway Commission for the construction of a crossing west of LaPine, Oregon, under A.F.E. 40098.

The total amount due from the Oregon State Highway Commission is $118.00 instead of $28.00, as shown on your statement. We previously prepared a bill for $90.00 covering the estimated cost, which has not yet been paid, and our supplementary bill covers the difference between the actual cost and the estimated cost, credit being allowed in the supplementary bill for $90.00 or the amount of the estimated bill.

The cost of the work, as covered by the Commission's order, is $118.00, which excluded the cost of the area between the rails and a distance of eighteen inches outside thereof.

Will you kindly send in a revised statement?"

Can you now advise?

See reply dated July 28, D-7

Yours truly,

Geo. H. Hess Jr.

July 28, 1930.

Mr. Geo. H. Hess, Jr., Comptroller,
Great Northern Railway Co.,
St. Paul, Minnesota.

Dear Sir:

Reference is made to your letter of June 26th in regard to your company's bill against us for work performed in connection with the installation of a grade crossing south of Layine, Oregon.

When this bill was approved in the amount of $23.00, it was our impression that the gross amount of $118.00 covered the entire installation, and that the $23.00 represented the State's share. In analyzing the bill with the understanding th t it is all to be paid by the State, the question as to our obligation to pay for the installation of signs and whistling posts has come up. Having never before been required to pay expense of that kind, we requested of the Public Service Commission an interpretation of their amended order No. 1744 as to whether or not that order contemplated that the State pay the cost of installing signs and whistling posts. A copy of the reply of the Public Service Commission is enclosed herewith, and you will note that it states that the railroad company is expected to bear these particular items of expense.

In view of this interpretation by the Public Service Commission, and in view of our own knowledge of how this matter has been handled by our local railway officials in numerous previous cases, we are requesting that you revise your claim, eliminating all items of expense that have to do with the installation of crossing signs, whistle posts and flangar signs. Such a revised claim will be passed for payment immediately upon its receipt.

For your further information, we might state that it has not been customary in this State for the railroad companies to charge us with the cost of rearranging telephone and telegraph lines at grade crossing installations, but,in this particular case, our attorney advises that we agreed, at the time of the hearing to assume that part of the expense, as well as the expense of clearing some considerable areas

to increase sight distances. The clearing work was performed by our own forces.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

...CHAIRMAN, PORTLAND
...DFORD
..., REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

July 24,1930

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert:

Herewith we return to you the file handed to us relative to bills of the Great Northern Railway Company covering cost of construction at the grade crossing four miles west of La Pine, Oregon, which grade crossing was covered by public service commission orders Nos. 1717 and 1744.

We wrote to the public service commission requesting an interpretation of their amended order, and are today in receipt of a letter from the commission, the pertinent part of which reads as follows:

> "it has always been the custom and is intended in the instant case that the railroad company should bear the expense of installation of cross arm signs and whistling posts."

Under this interpretation is is our understanding that the state should bear the expense of the re-arrangement of the telephone and telegraph lines, together with the cost of construction of the highway up to the railroad tracks and the placing of advance warning signs upon the highway. The railroad should bear the expense of construction between the rails and for a distance of eighteen inches outside thereof, together with the cost of the standard cross-arm signs, whistling posts and other signs or posts which may have been placed along the track.

J. W. DE SOUZA

JWD:EH

PR1368

July 8, 1930.

Mr. T. F. Dickson, Division Supt.,
Great Northern Railway Company,
Klamath Falls, Oregon.

Dear Sir:

In reply to your letter of June 27th, this will advise that the bill for $28.00, to which you refer, was made up on our usual voucher form and submitted to your Company's St. Paul Office for execution, and that the same has been returned executed with advice to the effect that the entire cost of the work itemized in the bill is chargeable to the State, instead of only $28.00 as your letter of May 27th indicated.

We are inclined to think that there is some mistake or misunderstanding in regard to this matter, and, before proceeding with the payment of the claim, we desire to make some further investigation. You will probably hear from us further in the near future.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

SHP:EE

PR1360

DEPARTMENT

FORM 6034

GREAT NORTHERN RAILWAY COMPANY

OFFICE OF DIVISION SUPERINTENDENT

Klamath Falls, Oregon.
June 27th, 1930

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Please refer to my letter of May 27th, regarding private crossing for the State Highway Commission near LaPine.

Can you give me any information as to when check for $28.00 may be expected?

Yours truly,

V. F. Dyer
Superintendent.

TRANSFER OF APPROVAL
O. K. BY
DIV. ENG. C W Wangen
CHARGES 18 PL-556

REFER

ORIGINAL

PR136B

GREAT NORTHERN RAILWAY COMPANY

ACCOUNTING DEPARTMENT

C. W. TILTON, ASSISTANT GENERAL AUDITOR
V. N. WAHLBERG, ASSISTANT GENERAL AUDITOR
J. C. SEIBERLICH, ASSISTANT GENERAL AUDITOR

G. H. HESS, JR., COMPTROLLER
J. A. SANDBERG, DEPUTY COMPTROLLER
V. P. TURNBURKE, GENERAL AUDITOR

J. H. BOYD, ASSISTANT COMPTROLLER
P. RODENBERG, TAX ACCOUNTANT
W. M. BURN, STATISTICIAN

ST. PAUL, MINN. June 26, 1930.

IN YOUR REPLY, PLEASE REFER TO File VPB-S-O

Mr. Roy A. Klein,
State Highway Engineer,
State Office Building,
Salem, Oregon.

Dear Sir:-

I return herewith papers in connection with our bill No. 12-29-1684 against the Oregon State Highway Commission for the construction of a crossing west of LaPine, Oregon, under A.F.E. 40098.

The total amount due from the Oregon State Highway Commission is $118.00 instead of $28.00, as shown on your statement. We previously prepared a bill for $90.00 covering the estimated cost, which has not yet been paid, and our supplementary bill covers the difference between the actual cost and the estimated cost, credit being allowed in the supplementary bill for $90.00 or the amount of the estimated bill.

The cost of the work, as covered by the Commission's order, is $118.00, which excluded the cost of the area between the rails and a distance of eighteen inches outside thereof.

Will you kindly send in a revised statement?

Yours truly,

G. H. Hess

D-7
Encl.

TRANSFER OF APPROVAL
O. K. BY
DIV. ENG. Cowlwanzer
CHARGES 18 PL-556

REFERR

ORIGINAL

PR136B

13, 1930

OREGON STATE HIGHWAY COMMISSION

EXT. & ADD. JUN 13 Dr. O.K. L. M.

Invoice No. 12-29-1684 To GREAT NORTHERN RAILWAY COMPANY

Requisition No. 3068 Klamath Falls, Oregon

For cost of constructing 16 ft. public crossing at Station 368+38, 4 miles west of LaPine, Oregon, AFE 40098, excluding cost of area between rails and a distance of 18" outside thereof

118.00

~~Less bill 6-29-1380~~ ~~00.00~~

Balance due G. N. Ry. Co. ~~28.00~~

APPROVAL
Acct'g Div.
PW - 226

ORIGINAL

1 - thru bolt 12"	1#		.107	.11	
2 - poles 30 ft. Class C treated	700#		7.20	14.40	
2 - " 35 ft. " " "	976#		10.07	20.14	
2# - #9 Copper tie wire	2#		.185	.37	
1# - #9 iron tie wire	1#		.058	.06	
1 - #59 Crossing sign	158#			3.68	—
2 - whistle posts	150#			5.16	—
2 - flanger signs	126#			2.48	—
15% store expense				6.95	0

Transportation

Everett to LaPine	434#	@ .42½ cwt.	GFO	1935 B	1.84
St. Paul to LaPine	4#	@ .90 "	"	615Q	.04
Sand Point to LaPine	1676#	@ .39½ "	"	1935 B	6.62

Total Material		61.85
Total cost of project		$118.00
Less our bill 6-29-1380		~~00.00~~
Balance due G. N. Ry. Co.		~~$ 28.00~~

REFERENCE ONLY

TRANSFER OF APPROVAL
O. K. BY C W Wanzer
DIV. ENG.
CHARGES 18 PL - 556

ORIGINAL

PR136B

RECEIVED
JUN 13
O. K. W.L.M

Statement

Showing cost of Constructing 16 ft. public crossing at Station 368+38, 4 miles west of LaPine, Oregon, AFE 40098, excluding cost of area between rails and a distance of 18" outside thereof.

Labor

45 hrs. raise wires (sectionmen)	$.4347	$19.56
Expenses of Lineman		1.20
10% Superintendence		1.96
2 days rearrange wires (Linemen)	188.65	12.15
10% Superintendence		1.22
8 hrs. placing signs (sectionmen)	.43394	3.47 —
34 hrs. placing signs (sectionmen)	.43443	14.77 —
10% Superintendence		1.82 —
Total labor		$ 56.15

Material

1 - thru bolt 12"	1#	.107	.11
2 - poles 30 ft. Class C treated	700#	7.20	14.40
2 - " 35 ft. " " "	976#	10.07	20.14
2# - #9 Copper tie wire	2#	.185	.37
1# - #9 iron tie wire	1#	.058	.06
1 - #59 Crossing sign	158#		3.68 —
2 - whistle posts	150#		5.16 —
2 - flanger signs	126#		2.48 —
15% store expense			6.95 0

Transportation

Everett to LaPine	434#	@ .42½ cwt.	GFO 1935 B	1.84
St. Paul to LaPine	4#	@ .90 "	" 615Q	.04
Sand Point to LaPine	1676#	@ .39½ "	" 1935 B	6.62
Total Material				61.85
Total cost of project				$118.00
Less our bill 6-29-1780				~~00.00~~
Balance due G. N. Ry. Co.				~~$ 00.00~~

TRANSFER OF APPROVAL
O. K. BY C W Wanzer
DIV. ENG.
CHARGES 18 PL-556

REFERENCE ONLY

ORIGINAL

GREAT NORTHERN RAILWAY COMPANY

Klamath Falls, Oregon.
May 27th, 1930.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

With further reference to private crossing constructed for the State Highway Commission near LaPine, Oregon, last year.

This is the Fremont Highway, covered by Public Service Commission orders 1717 and 1744. The last order provided that the Railway Company assume the cost of construction and maintenance of the area between its rails, and for a distance of 18" outside. The Railway Company's cost of this work amounted to $90.00, whereas the total cost was $118.00. There is therefore a balance due the Railway Company of $28.00, as per the attached bill.

Will you kindly arrange to send me voucher,

Yours truly,

T. F. DIXIN

Superintendent.

ORIGINAL

Enclosures.

THE STATE OF OREGON

To Great Northern Railway Co., Dr.

NOTE—All claims must state in detail dates of service, or date supplies were furnished, rate per day, month or year, or price per unit. Claims not showing these items will be returned for correction.

Postoffice Address St. Paul, Minn.

DATE	June 13, 1930 NATURE OF CLAIM	AMOUNT
	For material furnished & servde	$
	the Oregon State Highway Commission, as per attached statement:	
	Jan. 13, 1930	28.00

Computed by ds

Checked by PEW

Total amount claimed, $ 28.00

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered 1/13/30

Items Constructing crossing & labor & material

Registered by .....

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of ..... } ss.

I, ... (Name) *being first duly sworn,*

depose and say, upon oath, that I am of Great Northern Railway Co. (If firm or corporation, state capacity in which employed)

that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the material & service (Material or service) *therein specified* has been furnished & rendered (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT

For .....

.....

the Oregon State Highway Commission, as per attached statement:

Jan. 13, 1930		28.00

Computed by ds

Checked by CEV

Total amount claimed, $ 28.00

FOR USE ONLY OF DEPARTMENT OF STATE

Audited and approved by .....

Period covered 1/13/30

Items Constructing crossing & labor & material

Registered by .....

Total amount allowed, $.....

Audited by .....

STATE OF OREGON,
County of ..... } ss.

I, ... (Name), *being first duly sworn,*

depose and say, upon oath, that I am of Great Northern Railway Co. (If firm or corporation, state capacity in which employed)

that I have knowledge of the above-described and attached claim; that the foregoing account is correct and just; that the material & service (Material or service) *therein specified* has been furnished & rendered (Has been furnished or rendered) *the State of Oregon as stated; that the charge therefor is reasonable, and that no part thereof has been heretofore paid.*

PERSON MAKING AFFIDAVIT SIGN HERE ..... (Name)

Subscribed and sworn to before me this .....

day of ....., *A. D. 193*.....

.....
Notary Public for Oregon.

My commission expires .....

{ NOTARIAL SEAL }

Warrant No. M..... *issued in payment of the within claim.*

Form 6—E-15692—10M—2-30.

Office No._____ Indexed by _____

*Claim No.*_____

STATE HIGHWAY FUND

GREAT NORTHERN RAILWAY CO.
% TREASURER
ST.PAUL, MINN.

$ 28.00

STATE HIGHWAY COMMISSION

For payment of all accounts incurred by the State Highway Commission by authority of chapter 173, Laws of 1919.

Office of State Highway Engineer,

Salem, Oregon, ...

The within claim has been authorized in the above amount.

.....
State Highway Engineer

The within claim is approved and allowed in the above amount.

.....
Chairman

.....
Commissioner

.....
Commissioner

State Highway Commission

Audited and Allowed

.....

.....
Secretary of State

COST DISTRIBUTION

JOB	ACCT. NO.	ORDER NO.	AMOUNTS	

PA 12.B

June 11, 1930.

Mr. W. H. Lynch,
District Engineer
Bureau of Public Roads
Box 3900
Portland, Oregon.

Dear Sir:

We are returning herewith four copies of the final voucher covering the LaPine-West Forest Boundary Section, Project 136-B, which has been revised in accordance with the instructions contained in your letter of June 5. The amount of the voucher as now submitted is $4,379.04.

We wish to advise, however, that in the original preparation of the voucher the method which we used is the same as has previously been done several times on projects which were similar; namely, that when the engineer's final or agreement estimate items was less than the amount of the agreement estimate, and as underrun shown, the percentage of federal aid requested was increased over that shown on the agreement estimate, the controlling conditions being that the amount of money requested did not exceed the maximum legal federal aid, that it did not exceed the mileage limitation and that it did not exceed the amount of the government's share, as shown by the project agreement. One example where this method was used is the final voucher on the Deer Creek-Hayes Hill Section, Project No. 127-B.

With reference to the inquiry contained in the third paragraph of your letter regarding the change in section on certain portions of the project, no supplemental agreement was executed, and we are accordingly unable to furnish the copies requested.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

J. 3-0

Dict by J. W. Nash/AP
Enclosures.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, ORE.

June 5, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Receipt is acknowledged of final voucher covering Oregon Federal Aid Project No. 136-Section B, the LaPine- West Forest Boundary Section of the Fremont Highway.

The vouchers are being returned for correction, as they are figured at 62.23%, while this project participates to the extent of 62% only, due to the state awarding to the second low bid on culvert pipe.

Reference is also made to our letter of January 3, 1929 and your reply of January 22, 1929. This was later discussed with Mr. Wanzer, as you suggested, and it was our understanding you were endeavoring to have a supplemental agreement signed by the contractor, agreeing to the change in section. As portions of this project were constructed in line with the proposed revised section, it is presumed that a supplemental agreement was executed. If such is the case we should be furnished with three copies.

As this project was completed some time ago, we would appreciate your early attention to this matter, and return of corrected voucher. Please return the file checked copy for our convenience in auditing the revised vouchers.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

JUN 1930

PR*136B

June 3, 1930.

Mr. C. W. Wanser
Division Engineer
State Highway Department,
Bend, Oregon.

Dear Sir:

We are enclosing herewith a bill from the Great Northern Railway Company in the amount of $28.00 covering the State's share of the cost of the work performed by the Railway Company in installing the grade crossing on the Lapine-West Forest Boundary Section of the Fremont Highway.

For your information we quote as follows the part of Public Service Commission Order No. 1744 which relates to the matter of payment for the construction and maintenance of this grade crossing:

> "That the cost of construction and maintenance of said proposed crossing and approaches thereto shall be borne by the applicant, the Oregon State Highway Commission, the respondent, the said Great Northern Railway Company, to assume the cost of construction and maintenance of the area between its rails and for a distance of 18 inches outside thereof."

The bill does not indicate very definitely just how the amount of the State's share of the work was arrived at, but as a large proportion of the total cost of the work had to do with the raising and re-arranging of wires and of the placing of signs, all of which work, on account of being outside of the area for which the cost was to be borne by the Railway Company, might be considered chargeable to the State, the amount charged to the State appears to be reasonable, and probably should not be questioned.

or for [illegible] which you may have, please approve the same and return it to us for payment.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

Form 39—C-9210—1M—7-28.

PR 136 B

OR[illegible] STATE HIGHWAY DEPARTM[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date August 31, 1929

Job name La Pine -West Forest Boundry — *Week from* August 25 *to* 31

Mail address La Pine, Ore.

Highway Fremont — *Telegraph or telephone address* "

County Deschutes-Klamath *Job prefix* 18PL — *Express and freight address* "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The Gruet Northern Rail Road Company has now partially installed the crossing at Sta 7500 in that the space between the rails is planked. That is an easy crossing for automobiles butn the order of the Public Service Commission is not yet compleeted. This section iof the Fremont is now open to traffick. I removed a wire fence acrossthe highway at Sta.7643. I also enlarged the open view at the R.R. crossing.

My chainman and I recross sectioned about four miles of this section at the south end. Also platted and figured the same.

(See back of this sheet for instructions and detailed information.)

Signed A A Eastwood

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 12.15

Miles completed 12.15

Miles completed except finishing .....

Total cubic yards in project 109800

Cubic yards moved to date 109800

Miles covered by contractor's forces .....

Miles cross-sectioned 12.15

Miles cross-sections completed and checked 12.15

Miles to be remeasured 2

Number men in Engineering Party 2

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 1PL ..... *Percentage* 100
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

PR-136 B

Form 39—C-9210—1M—7-28.

OR[illegible] STATE HIGHWAY DEPARTM.

PR136B

FIELD ENGINEER'S WEEKLY REPORT

Date August 24 *192* 8.

Job name La pine -West Forest Boundry *Week from* Aug.18 *to* 24

Mail address La Pine, Ore.

Highway Fremont *Telegraph or telephone address*

County Deschutes-Klamath *Job prefix* 18PL *Express and freight address*

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

All final records are now completed and alll cross section compleeted, figured, checked, platted and [illegible] inked in. However, it has proved necessary to remeasure some of the borrow pits because those that were the first to be cross sectioned were overmeasured.

There is still about one days work to be done by the contractor in order to compleet this contract. This work consists ofn compleeting a few drain ditches and cleaning up camps.

(See back of this sheet for instructions and detailed information.)

Signed A.A. Kirkwood

Title Resident Engineer.

PR-136 B

GRADING CONSTRUCTION

Total miles of grading in project 12.13

Miles completed 12.13

Miles completed except finishing

Total cubic yards in project 109500

Cubic yards moved to date 109500

Miles covered by contractor's forces

Miles cross-sectioned 12.13

Miles cross-sections completed and checked 12.13

Miles to be remeasured 5

Number men in Engineering Party 2

Contractor's average force for week 0 men,

0 teams, steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 191. Percentage 100
2. Percentage
3. Percentage
4. Percentage

PR-136-B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 136-B

Post Office Building
Portland, Oregon.

March 22, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

Noted
JLO

A 4pr 5032

Form P. R. 2
State Oregon
Project No. 136, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—8618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of February, 1929

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 1st day of December, 1927, a project statement, which was approved by the Secretary on the 18th day of February, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 18th day of December 1928, and approved by the Secretary on the 7th day of March, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty thousand, eight hundred thirty-six and 63/100

dollars ($30,836.63) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal [illegible] of such total actual cost.

(b) The Highway Department hereby agrees [illegible] completion of the improvement contemplated [illegible] every means at the command to place, or to [illegible] in this project such surfacing as will adequately [illegible] future traffic needs and could it economically [illegible]

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 174, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 7005+70 at the West Forest Boundary of the Deschutes National Forest near the S.E. Cor. of Sec. 18, T.24 S., R. 11 E., W.M., and survey station 7659+53.1 at an intersection with The Dalles-California Highway in the S.W.¼ of Sec. 22, T.22 S., R.10 E., terminal points, a distance of 12.133 miles, known locally as the Lapine-West Forest Boundary Section of the Fremont Highway between a point on the Federal Aid Road between Lapine and Crescent near the Deschutes-Klamath County Line, and Silver Lake (Lake), Deschutes and Klamath Counties, being Section B of Oregon Federal Aid Project No. 136.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(c) The Highway Department hereby agrees that it will initiate, or cause to be initiated, such action as may be necessary to secure the installation of safeguards at the railroad grade crossing of the Oregon Trunk Railway at survey station 7500+30.5 adequate for the protection of a grade crossing of that class.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty thousand, eight hundred thirty-six and 63/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-nine thousand, seven hundred thirty-six and 50/100 Section B of dollars, the approved total estimated cost of said project.

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State ---- Chap. 174, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____ upon which the duty of such maintenance is placed by the laws of said State, and the maintenance shall be under the direct control of the Highway Department, and funds for such maintenance have been or will be made available for expenditure under the provisions of said laws.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____
(State or county) (Name)

(Strike out if not appropriate.)

~~STRICKEN OUT~~

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Resolution of August 7, 1917, Chap. 237, Laws of 1917.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

8—sms

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

_____
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

_____

*(*b*) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing

_____
funds and probable amount annually available)

_____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

_____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 7th day of March, 1929.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By C E Gates
Member, State Highway Commission
(Title of officer)

[SEAL] By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL] R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 7005+70 at the West Forest Boundary of the Deschutes National Forest near the S.E. Cor. of Sec.18, T.24 S., R.11 E., W.M., and survey station 7659+53.1 at an intersection with The Dalles-California Highway in the S.W.¼ of Sec. 22, T.22 S., R.10 E.,

locally known as the Lapine-West Forest Boundary Section of the Fremont Highway between a point on the Federal Aid Road between Lapine and Cresent near the Deschutes-Klamath County Line, and Silver Lake (Lake), and Deschutes and Klamath Counties, designated in the records of this Department as Section B of Project No. 136, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $49,736.50 as the total estimated cost of Section B of said project, and the sum of $30,836.63 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of March one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans
Acting Secretary of Agriculture.

GPO

8—4929

PP*

PR1368

March 19, 1929.

Mr. C. W. Hanser
Division Engineer,
Oregon State Highway Dept.,
Bend, Oregon.

Dear Sir:

Reference is made to your letter of March 12, in regard to the grade crossing at Station 7500+30.5 of the Lapine-West Forest Boundary Section.

Application for this grade crossing was made on December 20, but so far the Public Service Commission has made no arrangements for the hearing. Mr. Devers is today addressing a letter to the Public Service Commission, requesting action on this matter.

Inasmuch as the railway company has no objection to the installation of this grade crossing, the holding of the hearing will be simply a formality, and in the mean time we may as well proceed with the construction of the grade across the tracks and with the performing of the clearing work to which reference is made in your letter. The extra work order for the clearing has been approved and your copy of the same is being returned herewith.

It probably will not be necessary to arrange at once for the raising of the telegraph line as the clearance of 14.4 feet will be sufficient until after the hearing has been held. It is possible that the Public Service Commission will require the railway company to bear the expense of re-arranging the telegraph line and installing the planking at the crossing.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

SHP:AP

FIRM SC 53374 1M 3-27

COMMISSIONERS
WILLIAM [illegible]BY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
H. B. VA[illegible] Chairman
C. E. GA[illegible]
ROBERT W. SAWYER, Bend

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR 136-B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

NOTED

PR:

March 20th, 1929.

Mr. A. A. Kirkwood
Resident Engineer
LaPine, Oregon

Dear Sir:

Referring to your letter in which you state that Mr. Wm. Endicott wishes an increase of 6¢ per cubic yard on his price of common excavation if the turn pike section is used on the LaPine-West Forest Boundary Section of the Fremont Highway~~er~~ which he ~~had~~ the contract for grading, making his price 28¢ instead of 22¢ on common excavation as called for in his contract.

You are hereby notified to inform Mr. Endicott that there will be no increase in price over the 22¢ per Cu. Yd. on common excavation allowed. If he does not agree to construct the turn pike section as recommended by the Bureau of Public Roads for 22¢ per Cu. Yd. for Common excavation, we will revert to the original typical cross section with the 6 ft. berm as shown in the contract. Personally I think Mr. Endicott is making a mistake in asking an increase in price per Cu. Yd. if the section, as recommended by the Bureau of Public Roads is used, as I think it will cost the contractor less to construct this type than the one shown in the contract.

However if he does finally consent to make the change in type of cross section at no increase in price, I will want him to put it in writing and have his bondsmen consent to the change also.

Yours very truly,

C. W. Wanzer
Division Engineer

CWW:I
cc R. A. Klein
cc Wm. Endicott.

REFERRED TO
SHP
by State Highway Engineer

Grading
Laporte - W. Fk. Cudby

PR136B.

Feb. 8, 1929.

Mr. C. W. Wanser,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

Your letter of September 6th, in regard to the type of cattle pass which Deschutes County proposes to install on the Laporte-West Forest Boundary Section, is being referred to the Bridge Department for consideration of the technical features which are involved.

In connection with the construction of this cattle pass, your attention is called to the fact that indirectly the State will be required to pay for the same, as our cooperative agreement with Deschutes County provides that whatever amounts are expended for right-of-way will be deducted from the amount of the county's cash cooperation. This being the case, it might be advisable to relieve the County of the construction of this cattle pass, and to have the same constructed by our grading contractor. We could then use whatever type of structure appears to be most economical. It might even be advisable to put in a timber structure, as experience indicates that quite frequently the need for the cattle pass disappears after a few years, and can then be filled in.

These things are mentioned with the thought that you may not have been aware of the terms of our cooperative agreement with the County. Whatever procedure you decide to follow in the matter will be agreeable to us. You will undoubtedly hear from the Bridge Department within a day or two.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:KR

cc C. B. McCullough,
O f f i c e.

PR 136-B

Jan. 26, 1929.

U. S. Bureau of Public Roads,
Box 5800,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for project agreement, covering the Lapine-West Forest Boundary Section, Project No. 128-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dictated by
J. H. Nash

emsl.

Oregon State Highway Department

Project No. 126-B

LAPINE-WEST FOREST BOUNDARY SECTION OF THE PIONEER HIGHWAY IN DESCHUTES AND KLAMATH COUNTIES

(Estimate on basis of project agreement. Based on contract prices)

Salem, Oregon, Jan. 22, 1923.

All required			Clearing and Grubbing		$18,800.00
106,000	cu.	yds.	Common Excavation	.22	23,320.00
3,400	"	"	Solid Rock Excavation	1.35	4,275.00
9,000	sta.	yds.	Overhaul	.05	450.00
1,000	lin.	ft.	18" Concrete Pipe	1.20	1,200.00
800	"	"	18" " "	2.20	1,960.00
80	"	"	24" " "	2.80	224.00
			Sub-total		$ 45,218.00
			10% Engr. & Cont.		4,522.80
			Total		$ 49,738.80

Length of Project 12.121 miles.
Cost per mile $4,099.57

State Funds Available	$18,809.57	
Federal Aid Requested	30,929.23	(62 %)
	$49,738.80	

State Funds for Construction - Chapter 174, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance - Resolution Aug. 17, 1917; Chapter 257, Laws 1917.

PR 136-B

January 23, 1929.

Mr. C. W. Wanner,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

Confirming telephone conversation relative to grade revision on the Lapine-West Forest Boundary Section of the Fremont Highway, it appears to me that the Bureau's criticism of our grade line and typical section is well taken. Deep borrow pits are a travel hazard and should be avoided where possible.

I am fearful that in that light pumice soil our 1½:1 slopes will rapidly flatten out and our shoulders slough off and narrow the effective roadbed width. For that reason I think a study should be made where these conditions obtain and a trial grade line laid lower than the present grade line with the roadbed slopes revised to a 3:1 or 4:1 slope. It would be well to keep in mind the fact that this road probably will be surfaced soon and consequently the grade line of the finished roadbed will be raised accordingly. If there are any special locations subject to overflow conditions in the spring or where the ground water collects on the surface, special consideration, of course, should be given to such points.

It does not appear to me that drifting snow conditions are an especially important factor. I anticipate that even though the yellow pine timber should be cut off, there remains over practically all of this section a considerable scattering of jack pine which will be an effective windbreak. I appreciate the fact, of course, that the jack pine may be removed through fire, but with our present snow removal equipment I do not anticipate that we will have any special trouble keeping a road of this type open.

This fact should be kept in mind also, that since we have a cheap price on excavated materials, it would not be necessary to economize to the extent of breaking up our grade line to the extent of requiring sharp rolls.

In summary, I think the grade line throughout the entire section should be carefully studied on the ground and where it is possible to lower it and use a section with flat slopes and avoid deep borrow pits, it should be done.

Very truly yours,

RAK:HI

State Highway Engineer.

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROGER W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Jan. 18th, 1929.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Referring to your letter of the 7th enclosing copy of letter to you from Mr. Lynch of the Bureau of Public Roads in regard to the typical section to be used on the Lapine-West Forest Boundary section of the Fremont Highway.

There is no question about the lay of the land and the profile of the same lends itself to a "turnpike" section with ditches 3 or 4 feet deep also it it true that at the present time, with the standing timber adjacent to the highway there would be small danger of drifting snow and bylowering the grade line and using the turnpike section considerable reduction in quantities would result. However, while at present the highway is mostly through timber country, it is all privately owned (not in the National Forest as is the section just east of this) and it is being rapidly logged off and it will be only a few years before it will be logged off and then drifting snow condition would exist.

Also even under present timber conditions, there is a fairly heavy snow fall in this section and when the roadbed is completed we naturally will have to keep it open to traffic and the present proposed typical section would be more easily kept free from snow having a higher grade line and borrow pits to the side, into which snow could be pushed probably with the ordinary truck plows we now use on similar sections on The Dalles-California Highway. If a turnpike section were used I am afraid that it would require a rotary plow, am sure it would if a couple of snow falls of one to two feet in depth, should follow each other without melting or thawing in between the falls.

In the spring there is often a quick run off of melting snow and the higher grade line would insure better drainage conditions which is advisable particularly if this section is ever oiled.

Kindly advise me, at your convenience your decision and which section you desire to have used, so that I may notify our Resident Engineer if any change is to be made.

Yours very truly,

C. W. Wanzer

CWW:I

C. W. Wanzer
Division Engineer

January 7, 1929.

Mr. C. W. Wanser,
Division Engineer,
Box 823,
Bend, Oregon.

Dear Sir:

Would be pleased to have you comment on a letter from W. H. Lynch, District Engineer, Bureau of Public Roads, copy of which is attached hereto. This letter refers to Oregon Federal Aid Project No. 135 - Section B, the Lapine-West Forest Boundary Section of the Present Highway, and criticizes the typical section used and suggests that a turnpike section would be more advantageous. Please advise fully your views in this matter.

Very truly yours,

State Highway Engineer.

RAK:HI

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

January 3, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to plans for Oregon Federal Aid Project No. 136 - Section B, the Lapine-West-Forest Boundary Section of the Fremont Highway.

It is noted that the one typical section used on this project calls for borrow pits on each side, for the purpose of raising the grade line and balancing quantities. As this project lies through timber, there is evidently no danger from drifting snow, so that the grade line could be lowered without impairing the usefulness of the road at any time. It is suggested that a turnpike section could be used, with ditches three to four feet in depth with a slope of probably four or six to one, which would furnish sufficient excavation to build the necessary embankment. This would not only give a better looking section, but would also make a considerable reduction in quantities. This could be worked out this winter before grading starts in the spring.

We would appreciate your views on this matter.

Very truly yours,

M. H. LYNCH
District Engineer.

RECEIVED
JAN 4 1929
OREGON
STATE HIGHWAY COMMISSION

Letter of Jan. 3 to Lawrence not for filing A.D.

PR 136.B.

January 22, 1929.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 2660,
Portland, Oregon.

Dear Sir:

Reply is made to your letter of January 5 with special reference to the plans for Oregon Federal Aid Project No. 126 Section B Lapine-West Forest Boundary Section of the Fremont Highway. In that letter you suggested that the grade line be lowered in some places and that a grader section be used.

I think that this point is well taken as to certain particular parts of this line. However, you will note that the bid price on excavation was 22 cents which is a very cheap price, and consequently we would not want to economize to the extent of breaking up the grade line and introducing short rolls particularly as it is the later plan to surface this road.

It is always our intention to have the Resident Engineer after assignment to the job make a further and more detailed study of actual conditions as found on the ground and to make such modifications in the alinement and profile as may be desirable or effect economies. A Resident Engineer has already been assigned to this job and some work along these lines has already been done.

As to snow conditions, it is true that this section is timbered at the present time which would prevent serious drifting. However, it will be remembered that this area is subject to fairly heavy snowfalls which lie on the ground a long time, also that the timber alongside is in private ownership and may be cut off at any time. In this event it is quite possible that everything would be cut or burned which makes a difference in comparison with the National Forest area immediately east of this unit in which it is probable that when logging is done it will be selective and a large amount of the smaller timber left standing.

I have asked Mr. Wanser to have the Resident Engineer make a further study of the grade line so as to avoid deep borrow pits wherever

possible and provide flatter slopes on the embankment section, and I think that some economies can be effected. If Mr. Davis will see Mr. Vanner the next time he is at Bend, Mr. Vanner will be glad to confer with him further on this matter and advise the result of his study of the project.

Very truly yours,

State Highway Engineer.

BAK:HI

cc C. W. Vanner

PR 136-B

January 18, 1929

Mr. Wm. Endicott,
Madras, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for grading of the Lapine-West Forest Boundary Section of the Bremont Highway in Deschutes and Klamath Counties.

Very truly yours,

Ray A. Klein
State Highway Engineer

HEC:M

By

Enc. 1.

E. B. Claisyer
Chief Clerk.

COMMISSIONERS
WILLIAM C. ISBY, BAKER, CHAIRMAN
P. C. VAN DUZER, PORTLAND
W. N. MALONE, CORVALLIS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR 136-B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Jan. 14th, 1929.

Wm. Endicott
Madras, Oregon

Dear Sir:

Please be advised that in connection with the concrete pipe which is to be installed on the Lapine-West Forest Boundary Section, under your contract, it will be necessary that you notify our testing department (Mr. H. M. Finkbiner, Salem, Oregon) of the source of the pipe to be used also advise the times, etc., that the pipe is to be made so that that department may arrange to make proper inspection thereof at the plant.

Very truly yours,

C. W. Wanzer
Division Engineer

By H. N. Hackett
H. N. Hackett
Div. Office Engineer

HNH:I
cc R. A. Klein
cc Concrete Pipe Co., Bend, Ore.

Form 39—C-7616—2M—1-28.

OF STATE HIGHWAY DEPARTMENT

NOTED
State Highway Engineer
PR 136 B.

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date Jan 12, 1929

Job name La Pine - Forest Boundry — *Week from* Jan.6 *to* 12

Mail address La Pine, Ore.

Highway Fremont — *Telegraph or telephone address* -

County Deschutes and Klamath — *Job prefix* 18PL — *Express and freight address* -

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor and sub-contractor working on this job at the present time are as follows:-

Contractor	Sub-contractor	Sta. to Sta.	Men at work
Mr.Endicott		7005-7446	4
	Ralph Brown	7446-7500	2
	A.W.Palaswe	7500-7532	2
	Griffith & Hollenbeck	7532-7607	5
	C.G.Springer	7607-7659(Junction)	1

All bench marks are now properly taken care of except betwwen Sta.7346 and Sta.7446. All necessary P.O.Ts.are now referenced out except Sta.7346 to Sta.7446. R.W.lath are in and trees desired to save are tied from Sta.7005 to Sta7084 and from Sta.7446 to junction.

Weather clear nad cold. Night temperature-5°

NOTED
[illegible]

(See back of this sheet for instructions and detailed information.)

Signed A.K.Barwood

Title Res Engr.

PI

GRADING CONSTRUCTION

Total miles of grading in project 12.13

Miles completed 00

Miles completed except finishing 00

Total cubic yards in project 118500

Cubic yards moved to date 00

Miles covered by contractor's forces 0

Miles cross-sectioned 00

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 3

Contractor's average force for week 14 *men,*

00 *teams,* 0 *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 1PL *Percentage* 100
2. *Percentage*
3. *Percentage*
4. *Percentage*

PR 136B

January 2, 1929.

Memorandum

Mr. S. H. Hebert:

With reference to the basis of cooperation on the Lapine-West Forest Boundary Section of the Fremont Highway, 12.13 miles grading, Contract No. 1054, which was awarded to Wm. Endicott, prefix 18 F1, Federal Aid Project 136B, part of this contract is in Deschutes County and part in Klamath County. There are bond issues in each county for this project. The amount in Deschutes County is $15,000 and Judge De Armond advises that this will all be available, less damages for right of way amounting to $826.00. In Klamath County Judge Goddard advises that the sum of $7,305.00 is available from their bond fund, but at the present time does not know just what the total will be for rights of way, therefore, the balance available for construction is unknown. However, I think it would be safe to carry it in our records as at least $5,000 cooperation from the county. About April 1, 1929 I think these right of way matters will have been cleared up and at that time it would be proper to bill both counties for the amount which has been pledged. Throughout this job the contractor should be paid on state vouchers.

I am enclosing for your financial records the two letters from the two county judges covering this matter.

RAK:HI

cc H. B. Glaisyer

F1

Form 31—C-7616—2M—1-28

PR 136 B

NOTED

State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 20, 1928

Job name Lapine - West Forest Boundry *Week from* Dec.25 *to* 29

Mail address Lapine

Highway Fremont *Telegraph or telephone address* "

County Deschutes and Klamath *Job prefix* ? *Express and freight address* "

RECEIVED
JAN 1 1929
OREGON
STATE HIGHWAY COMMISSION

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor Endicott is not yet prepared to begin clearing on this section but expects to prepare to start within the next ten days. He has sub-contracted the clearing, grubbing and grading of the north three miles and the sub-contractor will start work soon.

Weather mild with light snow fall. Depth of snow about two inches.

NOTED
W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed A A Kirkwood

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 12

Miles completed 00

Miles completed except finishing 00

Total cubic yards in project .....

Cubic yards moved to date 00

Miles covered by contractor's forces 00

Miles cross-sectioned 00

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 1

Contractor's average force for week 0 ..... *men,*

0 ..... *teams,* 0 ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

FORM S-Col B-5070 1000 8-27

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

PR 136-B

PR #

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

Dec. 15th, 1928.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

In regard to my estimate of $33,000.00 for the clearing and grubbing on the LaPine-West Forest Boundary Project and your letter of the 14th commenting on the same.

You refer to Mr. Endicott's bid (on the adjoining Forest Section) of $250.00 being about an average of the bids submitted according to the tabulation that I have, the average would be approximately $280.60 per acre also if you eliminate the bid that was thrown out and use only the bids that were considered, you will find the average price per to be nearer $290.00 per acre.

Also I took into consideration the different type of road-bed section that you call for viz; a 6 foot berm on each side of the road-bed between the road-bed and borrow pit, this will call for clearing the right of way nearly its full width. Also I took into consideration as to how the contractor could carry out his grading operations and figured that if a good clearing and grubbing job was done he could then throw up most of the grade with big tractor and Mogul blade similar to the Central Oregon type of operations and could then move the dirt for 25¢ a yard; while if the contractor cleared and grubbed just what was necessary for the road-bed and borrow pits making deep borrow and having to use teams and slips, I would then consider that I would have to raise my price 5¢ on the 106000 cu. yds. of common excavation to 30¢ which would offset a $250.00 unit price for the clearing.

You will note that the average price of "schedule A" bids on the Forest job (which was supposed to be mostly what corresponds to our "Common") to be 45¢. The lowest being Mr. Endicott's at 32¢.

The Bureau of Public Roads do not grub one tree that they do not have to, which I think is a mistake, as for instance on the John Day Highway and a good many other highways in my division, I have been able to widen our narrow roads with a truck and blade for many miles at practically no extra expense, it being done by the Maintenance crews. If the Mt. Hood Loop road in the forest in my section had been cleared and grubbed a foot or two beyond the ditch line a wonderful

improvement could be made in widening that narrow road with very little expense. The above is given to explain to you how and why I arrived at my unit price of $300.00 per acre, I have no doubt but that a lower figure will be submitted but if so I think you will also get a higher figure on the common excavation that will offset the same.

At your convenience I would like to have your opinion in this matter.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW:I

PR 136-B

PR*-

December 14, 1928.

Mr. C. W. Hanner
Division Engineer,
State Highway Department,
Bend, Oregon.

Dear Sir:

Reference is made to your estimate of $33,000 for the clearing and grubbing work on the Lapine-West Forest Boundary Project.

This estimate appears to us to be rather high for the reason that on the basis of allowing acreage for the full eighty foot width of right of way over the entire length of the project the figures approximate $300 per acre. Mr. Endicott's bid for the clearing and grubbing of the Forest Section immediately adjacent was approximately $250 per acre, his bid being about the average of the clearing and grubbing bids submitted. It is noted, also, that this bid is made on the basis of only about five acres of clearing per mile.

In our opinion a bid of $250 per acre for the clearing and grubbing on the Lapine-Forest Boundary Section would be sufficient and it would seem also, that there must be some considerable areas of open ground that could be omitted in computing the acreage of work involved.

Please let us hear from you in regard to this matter.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

PR 136-13

December 6, 1928.

Mr. C. W. Wanser,
Division Engineer,
Box 825,
Bend, Oregon.

Dear Sir:

I wish you would find out from Judge De Armond of Deschutes County how much of their cooperative set-up will be available for cooperation on the Fremont Highway project between The Dalles-California Highway Junction and the Fremont Forest Boundary which we are now advertising after the right of way costs are taken out. I wish you would also address a similar inquiry to Judge Goddard of Klamath County.

It would be desirable to have this information to present to the Commission at the next meeting when the award of this contract will be considered.

Very truly yours.

State Highway Engineer.

RAK:HI

CONTRACT #1058,

PR 145-A Morrow Co. Line-Umatilla 1929

1058

DR145

August 18, 1930.

Mr. E. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

We are enclosing herewith four copies of the final voucher covering the Morrow County Line-Hardman Section, Project No. 145-A. The amount of this voucher is $16,961.61.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.

encl.

35

NOTED

PR 1450

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

#1058

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
[illegible] Engineer

Jan. 13,1930

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to H. B. Glaisyer:

I am returning the letter written by Otto & Harkson Realty Company relative to a bond written for one George Abrahams in connection with highway contract No. 1058.

If the job has been completed,as indicated in the attached letter, I think no reply is necessary. Of course, the bond can only be canceled in the event the contract is completed and the cancelation would operate only against claims which might arise after the date of cancelation. The bond is still good as against current unpaid claims.

J.M.DEVERS

JMD:EH

NOTED
H. B. GLAISYER

ESTATE
INSURANCE
MORTGAGE LOANS

SHERMAN HARKSON, Sec.-Treas

REALTORS OTTO AND HARKSON INSURANCE LOANS
BDY 6389

PHONE BROADWAY 6389

WE WILL BOND YOU

410 CHAMBER OF COMMERCE BUILDING
PORTLAND, OREGON

RECEIVED
JAN 8 1930
OREGON

January 7th, 1930.

Oregon State Highway Commission,
c/o Roy A. Klein, State Engineer,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of January 6th, 1930, in connection with a certain bond written by the Standard Accidnet Insurance Company for George Abrahams, in connection with Highway Contract No. 1058. In as much as the job has been completed we shall order the bond cancelled.

Yours very truly,

Otto & Harkson Realty Co.,

By Sherman Harkson

SH-SH

PR 1450

Dec. 30, 1929

Mr. Chas. R. Spenkman, Jr.,
Attorney At Law,
Pacific Bldg.,
Portland, Oregon

Dear Sir:

Your letter of December 28th addressed to Mr. Van Duser, chairman of the highway commission, with respect to the application of Mr. Abraham for examination of engineering expense growing out of his contract with the state, has been handed to me for reply.

I am advised that the commission denied his application. I am also advised that the voucher calling for final payment has been sent to Mr. Abraham and will be put through for payment just as soon as it is properly signed by him and returned to the state highway commission.

Very truly yours,

J.M. DEVERS

JMD:EK

CHAS. R. SPACKMAN, JR.
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

December 26th, 1929

P. 145a

Mr. H. B. VanDuser, Chairman,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

On December 12th Mr. Abraham and I presented to the Commission our application for a cancellation of engineering expense in the amount of $745.05 on Contract #1058, described as the Morrow County Line-Umatilla Section of the Columbia River Highway in Umatilla County, and at that time we were advised by your Honorable Body that you would consider the matter and in due course inform us.

Mr. Abraham's application to you for cancellation of the engineering expense was based upon the proposition that the delay in executing the contract from December 19th, the date the contract was awarded, to January 8th, the date that he received telegraphic advice that the contract was signed and being forwarded to him, together with severe storms that followed January 8th combined in preventing his performance of the contract within the sixty-day extension granted without penalty inasmuch as it threw the work into the time of year when traffic was heavy and also a time of year when there was little moisture in the sand, making it hard to work and causing a great loss from dry sand blowing after it had been moved. Mr. Abraham took a loss of a season's work and $3000.00 in cash and he feels that it is equitable to cancel the engineering expense in view of the fact that the initial delay of twenty days was without his fault, and without any doubt, the most valuable twenty days during the period from December 19th to June 30th, when the contract was completed. If Mr. Abraham had been able to get his machinery on the job and get started before the heavy storms commenced, he could doubtless have finished long before the traffic be- to get heavy and probably within the contract time.

I would not again present this matter to you but Mr. Abraham has withheld acceptance of the final payment on this contract, as figured with the deduction, until the matter could be presented to your

Honorable Body, which means that he is without the use of approximately $2000.00, irrespective of your determination of the issues presented in our application for cancellation of this penalty.

Yours very truly,

Chas R Spackman Jr

CRS:MM

CHAS. R. SPACKMAN, JR.
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

December 4th, 1929

Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

On November 25th I wrote you as follows:

"Mr. George Abraham has asked me to take up with you the matter of your deductions from his estimate on Contract No. 1058, Prefix 30 PF.

It appears that you are deducting some $745.05 from the amount of his contract because of engineering expense arising out of the late completion of the contract. Mr. Abraham respectfully calls your attention to the fact that the initial delay in getting this job started due to the late letting of the contract resulted in the late completion since it carried the work over into the season of heavy travel. Mr. Abraham has already suffered very severely from the fact that he did not get started on the work before the winter storms made work prohibitive. He advises me that he lost his entire summer's work and over $3000.00 of money besides even though he gets the full amount of his contract price on this job.

I feel that your investigation of the facts in connection with this case, with due regard to the changes that were made in the contract from time to time and with regard to the circumstances under which the contract was let, would result in a compromise with Mr. Abraham, at least, for the face amount of his original contract estimate.

Your consideration of the matter will be very much appreciated."

Will you please advise me your conclusions in this matter.

Respectfully,

Chas R Spackman Jr

CRS:MM

December 4, 1929.

Mr. Chas. R. Speckman, Jr.,
Attorney at Law,
Pacific Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 25, 1929, concerning the deduction for engineering penalty on contract No. 1068, which is described as the Morrow County Line-Umatilla Section of the Columbia River Highway in Umatilla County, 3.5 miles of regrading and surfacing.

By way of explanation would say that this contract originally called for completion on the 28th day of February 1929, the purpose of letting the contract with a short time limit being the desirability of handling this work during the season when the sandy material was damp and easy to handle and permit traffic to pass over that part of the work under construction more easily than could be done later during the dry season. It was also desirable to have the work done while the traffic was at its lowest point.

The time for this contract was extended to April 30 without any penalty, but after that time it was extended by the Commission on condition that the engineering cost be charged against the contractor. This penalty only represents a part of the actual cost to the department, to say nothing of the inconvenience and cost to the traveling public of passing through construction work during a part of the peak season. The actual cost assessed does not include the time of the Resident Engineer, since he handled this work in connection with another contract and, consequently, we have not charged any of his time in, neither does it cover rental on automobile equipment or engineering instruments and incidental expenses. It includes only the instrumentmen, chainmen and rock checkers' time actually spent on this job subsequent to April 30 which represents actual excess cost to the Commission on account of the slowness of the contractor in completing this job.

If you care to present your views on this matter to the members of the Commission, would say that they will be in session on

Thursday, December 13, in Multnomah County Court House all day. I anticipate that the greater part of the morning session will be taken up with the reading of bids and other routine matters and would suggest that, in order to conserve your own time, you should call sometime between three and five o'clock in the afternoon, as by that time the greater part of the routine matters are out of the way. If you or Mr. Abraham are unable to be present, I would be glad to present your letter to them or any further communication which you desire to forward to them for their consideration at that time.

Very truly yours,

State Highway Engineer.

RAK:HH

CHAS. R. SPACKMAN, JR.
ATTORNEY AT LAW
PACIFIC BUILDING
PORTLAND, OREGON

November 25th, 1929

...Y A. KLEIN
...HIGHWAY ENGINEER
...ND SECRETARY
SALEM

State Highway Commission,

Salem, Oregon.

Gentlemen:

Mr. George Abraham has asked me to take up with you the matter of your deductions from his estimate on Contract No. 1058, Prefix 30 PF.

It appears that you are deducting some $745.05 from the amount of his contract because of engineering expense arising out of the late completion of the contract. Mr. Abraham respectfully calls your attention to the fact that the initial delay in getting this job started due to the late letting of the contract resulted in the late completion since it carried the work over into the season of heavy travel. Mr. Abraham has already suffered very severely from the fact that he did not get started on the work before the winter storms made work prohibitive. He advises me that he lost his entire summer's work and over $3000.00 of money besides even though he gets the full amount of his contract price on this job.

I feel that your investigation of the facts in connection with this case, with due regard to the changes that were made in the contract from time to time and with regard to the circumstances under which the contract was let, would result in a compromise with Mr. Abraham, at least, for the face amount of his original contract estimate.

Your consideration of the matter will be very much appreciated.

Respectfully,

Chas R Spackman Jr

CRS:MM

OK to
make deduction
as recommended
by Smith.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 31, 1929.

in,
Engineer,

Attention: Mr. Probert

the matter of the amount to be charged
rge Abraham for engineering expenses caused
ning his first extension of time; I beg to
advise that it was my intention to recommend that he only pay the engineering after April 30th, and also that he be charged only the actual expenses to the State by reason of his delay of finishing. Therefore, I think it fair to deduct Mr. Stiffler's time as resident engineer as Mr. Stiffler was also engaged on other work and his salary would have been the same whether Abraham had finished or not. Therefore, I am submitting a statement from Mr. Stiffler showing the amount to be charged Mr. Abraham minus his own time and that of his car; the total amount being $829.09.

I am also returning the rough draft which you sent me showing amounts computed in your office.

Very truly yours,

H G Smith

HGS:OW
Encls.

Division Engineer.

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 31, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

In the matter of the amount to be charged contractor George Abraham for engineering expenses caused by his over-running his first extension of time; I beg to advise that it was my intention to recommend that he only pay the engineering after April 30th, and also that he be charged only the actual expenses to the State by reason of his delay of finishing. Therefore, I think it fair to deduct Mr. Stiffler's time as resident engineer as Mr. Stiffler was also engaged on other work and his salary would have been the same whether Abraham had finished or not. Therefore, I am submitting a statement from Mr. Stiffler showing the amount to be charged Mr. Abraham minus his own time and that of his car; the total amount being $829.09.

I am also returning the rough draft which you sent me showing amounts computed in your office.

Very truly yours,

H G Smith

HGS:OW
Encls.

Division Engineer.

Rec'd Dec. 19, 1928.
Approved by Bureau Dec. 29
Audited by Comm. Jan. 3
Cost to be anticipated Jan. 8
Date Spec. for Comp. Feb. 28, 1929
Date of Actual Comp. July 30, 1929

[illegible].G.Smit
Division Eng
La Grande, C

Dear Sir:

Compl
engineering
Umatilla Sec

RECEIVED
1929
PORTLAND
COMMISSION

Walter B. Me
May 1-3 150.00 150.00
Earl A. Calk
May 2-3 100.00 96.77
Floyd Michae
May 1 100.00 3.23
P.A. Lucas,
May 1-3 120.00 120.00
Overtim 120.00 13.55

Equipment re
C-85
May 1-17 incl. 17 da. at 24.00 13.60
C-80
May 18-31 incl. 14 da. at 24.00 11.20
K&E Transit #35611
May 1-31 incl. Full mo.at 5.00 5.00
Gurley Level #7884
May 1-31 incl. Full mo.at 4.00 4.00

C-85 And C-80
Gas and oil 18.04

$435.39

June 1929

Walter B. Merrill, Transit-Rodman
June 1-30 incl. Full mo.at 150.00 150.00
Earl A. Calkins, Chainman
Junel-4 incl 7,8,9, 11-14 11 da.at 100.00 36.67
Floyd Michael, Chainman
June 16-30 incl 15 da.at 100.00 50.00
P.A. Lucas, Rock Checker
June 1-22 incl. 22 da.at 120.00 88.00
Overtime 3⅛ da.at 120.00 13.50
Marion Albert, Chainman
June 24-30 incl. 7 da.at 100.00 23.33

361.50
$796.89

rande, Oregon.
31,1929.

Mr. H.O.
Division
La Grande,

Dear Sir:

Compl
engineering
Umatilla Sec

am submitting the
Morrow Co. Line-
hway.

Walter B. Me				
May 1-3			150.00	$150.00
Earl A. Calk				
May 2-3			100.00	96.77
Floyd Michae				
May 1			100.00	3.23
P.A. Lucas,				
May 1-3			120.00	120.00
Overtim			120.00	13.55
Equipment re				
C-85				
May 1-17 incl.	17 da.	at 24.00		13.60
C-80				
May 18-31 incl.	14 da.	at 24.00		11.20
K&E Transit #35611				
May 1-31 incl.	Full mo.	at 5.00		5.00
Gurley Level #7884				
May 1-31 incl.	Full mo.	at 4.00		4.00
C-85 And C-80				
Gas and oil				18.04
				$435.39

June 1929

Walter B. Merrill, Transit-Rodman				
June 1-30 incl.	Full mo.	at 150.00		150.00
Earl A. Calkins, Chainman				
June1-4 incl 7,8,9, 11-14	11 da.	at 100.00		36.67
Floyd Michael, Chainman				
June 16-30 incl	15 da.	at 100.00		50.00
P.A. Lucas, Rock Checker				
June 1-22 incl.	22 da.	at 120.00		88.00
Overtime	3 3/8 da.	at 120.00		13.50
Marion Albert, Chainman				
June 24-30 incl.	7 da.	at 100.00		23.33
				361.50
				$796.89

La Grande, Oregon.
Aug. 31,1929.

Mr. H.G.Smith
Division Engineer,
La Grande, Oregon.

Dear Sir:

Complying with your verbal request; am submitting the engineering costs for May and June on the Morrow Co. Line-Umatilla Section of the Columbia River Highway.

May 1929

Walter B. Merrill, Transit-Rodman				
May 1-31 incl.	Full mo.	at	$150.00	$150.00
Earl A. Calkins, Chainman				
May 2-31 incl	30 da.	at	100.00	96.77
Floyd Michael, Chainman				
May 1	1 da.	at	100.00	3.23
P.A. Lucas, Rock Checker				
May 1-31 incl.	31 da.	at	120.00	120.00
Overtime	3½ da.	at	120.00	13.55
Equipment rental on				
C-85				
May 1-17 incl.	17 da.	at	24.00	13.60
C-80				
May 18-31 incl.	14 da.	at	24.00	11.20
K&E Transit #35611				
May 1-31 incl.	Full mo.	at	5.00	5.00
Gurley Level #7884				
May 1-31 incl.	Full mo.	at	4.00	4.00
C-85 And C-80				
Gas and oil				18.04
				$435.39

51.84

June 1929

Walter B. Merrill, Transit-Rodman				
June 1-30 incl.	Full mo.	at	150.00	150.00
Earl A. Calkins, Chainman				
June1-4 incl 7,8,9, 11-14	11 da.	at	100.00	36.67
Floyd Michael, Chainman				
June 16-30 incl	15 da.	at	100.00	50.00
P.A. Lucas, Rock Checker				
June 1-22 incl.	22 da.	at	120.00	88.00
Overtime	3⅜ da.	at	120.00	13.50
Marion Albert, Chainman				
June 24-30 incl.	7 da.	at	100.00	23.33
				361.50
				$796.89

Brought Forward $796.89

Equipment rental on

C-80				
June 1-29 incl.	29 da. at	$24.00	$23.20	32.20
K & E Transit #35611				
June 1-30 incl	Full mo.at	5.00	5.00	
Gurley Level #7884				
June 1-30 incl	Full mo.at	4.00	4.00	
				32.20

Total $829.09

The above does not include salary for myself, as this time would have been charged to three other jobs.
Have not included the costs of my car, as it was used and was necessary on several other jobs.

Yours truly,

W. W. Stiffler

W.W. Stiffler
Resident Engineer.

PR #145 A

October 10, 1929.

Mr. Geo. Abrahen,
3918 - 56th Street, S. E.,
Portland, Oregon.

Dear Sir:

In accord with your request, we are sending herewith copies of the cross-section notes for the surfacing of the Gravel Pit used in connection with the Morrow County Line-Umatilla regrading and resurfacing contract.

According to our measurements and computations, a total of 17,122.4 cubic yards of gravel were removed from below the surface indicated by the cross-section notes. Also, according to our records, a total of 8,172. cubic yards of gravel were removed from above that surface, this yardage of material, with the exception of 1204 cubic yards of stripping having been determined by truck measurement prior to the taking of the cross-sections. We have no cross-sections showing the ground surface prior to the excavation of the materials which were measured in the trucks.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

FORM [redacted] 5M 6-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GAT[illegible] MEDFORD
ROBERT W[illegible]AWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 145-a

OREGON STATE HIGHWAY COMMISSION

SALEM

August 28, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Portland, Oregon

Dear Sir:

Attention Mr. L. J. Caufield
Highway Engineer

Replying your letter of August 15 which referred to your communication of August 8 and our reply of August 6 relative to Oregon Federal Aid Project 145-A with respect to the multiple lift bituminous surface on the Morrow County line-Umatilla section of the Columbia River Highway in Umatilla County.

With reference to your first paragraph relative to the name of this type of surface, will advise as explained by Mr. Probert that we have no objection to referring to the bituminous macadam wearing surface on this project as "multiple lift bituminous surfacing." However, we feel that there may be a good deal of confusion resulting from this change especially on other projects. The term "bituminous macadam" has been adopted by the American Society of Civil Engineers, The American Standards of Paving Specifications, the American Society of Municipal Improvements and the United States Bureau of Public Roads as referring to a bituminous pavement constructed of broken stone and bituminous binder by the penetration method to distinguish this type from the bituminous concrete type as constructed by the mixing method, the term mixing referring to a central mixing plant. In 1916 the United States Bureau of Public Roads differentiated between broken stone and gravel aggregate by the term bituminous macadam and bituminous gravel. It would seem to me that the only difference between the specifications we are now using and those generally referred to, in the construction of this type of surface, consists mainly in the use of separate lifts and blade machines to spread the stone. In other words machine methods rather than hand work. It is certain that the surface we are now constructing at The Dalles which is better than 2½" in thickness at the center and 4" at the edges built with a maximum size of 2" rock is eligible to this classification. It would seem to me that the general term bituminous macadam would cover the situation thoroughly and avoid the use of separate nomenclature to provide for the various details with respect to thickness, etc. affecting each of the separate projects.

#2 W.H.Lynch

With regard to your inquiry as to relative economy of other types, I assume that you refer in particular to the Umatilla project in question. Now with reference to the cost analysis of the fuel oil mixture, advise that our experience with this type has indicated a higher cost than you have shown. I am listing below our analysis of an estimate of cost for the construction of fuel oil road mix.

Estimate of cost per mile of Light Oil Road Mix

1300	cu yd	rock @ 1.80		$ 2340
17000	gal	light oil @ .045 F.O.B. Umatilla		765
17000	gal	light oil @ .025 heating & spreading		425
Manipulation per mile				500
Traffic control				50
Move, set up, and dismantle plant				175
Supervision and overhead				70
		Total		$ 4425

This represents the cost of 3" of compacted material 20' in width or the amount of $1475 per inch of compacted surfacing. I am attaching herewith the analysis of the actual cost of the bituminous wearing surface 20' in width and 1.56" compacted thickness. In addition there was approximately 1/2" of penetration of the light oil into the gravel surfacing making a total thickness of surface bound with oil of approximately 2". The cost per mile was $3596 or 30.7¢ per square yard. This amounts to approximately $2400 per inch of thickness on a basis of 1½" compacted.

In our opinion a 1½" bituminous macadam constructed on a well drained, stable base will give better service and satisfaction than the 3" light oil road mix that you have suggested. We base this observation on our past experience with both types. Last year we constructed six miles of light oil road mix on a new project and converted 13 miles of surface treatment to this type. This year we have constructed 10 miles of light oil road mix on a new project and have converted approximately 50 miles of old surface treatment to this type so that we have had enough experience in this construction to form a very good opinion of its cost and service. We are not antagonistic towards the use of this type in certain cases where it is particularly adapted but feel certain the bituminous macadam construction which we have completed and which we propose to construct on the Federal Aid projects which we have submitted to be a superior type of construction to the light oil road mix and while the cost per inch in thickness is greater, we feel that the additional cost is justified in the longer life and lower maintenance which we have every reason to expect. We have carefully watched the work in the adjoining states of light oil road mix and have found in both our own experience and our observation of other states that it is almost impossible to prevent ridging and pushing from excess oil and the prepondence of fines on certain sections.

Whereas in the construction of the multiple lift type the amount of oil and the gradation of the aggregate are automatically controlled. The larger stone gives a mechanical lock that resists the shoving and ridging effect of the traffic much better than the light oil road mix. We feel that the large amount of fines and the unequalled distribution of oil that nearly always occurs in the latter type results in an inherent weakness that will give higher maintenance cost.

#3 W. H. Lynch

The chief objection to the old bituminous concrete pavement in this state was the large amount of asphalt and fine materials which prevent a mechanical lock and result in a wavy surface. We have now 1500 miles of oil and bituminous macadam surface in this state and have practically no shoving or rolling which we feel is due largely to the use of clean coarse stone in the oil mats, and heavier road oils. It has been our observation, both in this state and in other states that the shoving and pushing was inherent in the light oil road mix type of construction and it seems to be impossible to prevent their occurrence in certain sections of every project. The other extreme is evident where to little oil is used and revelling of the surface develops. We have, also, found that the light oils tend to emulsify with the presence of fines and water especially where assisted by frost.

In summary, it is agreed among engineers who have used the light oil road mix construction that a 3" thickness is the minimum which should be used. This costs according to our analysis, $900 more per mile than the 1½" multiple lift bituminous macadam type, and we feel that the latter is much superior even though the surface is thiner. A 3" multiple lift bituminous macadam using 2" or 2½" maximum size aggregate costs approximately $7000 per mile or $2600 more than the light oil road mix of equivalent thickness but we feel that this type of construction is so much superior to the light oil road mix that they are not in the same classification.

Yours very truly,
by R A Klein
R A Baldock

R. H. BALDOCK
Maintenance Engineer

RB/er

(This changed on original.

cc R. A. Klein

MORROW COUNTY LINE - UMATILLA SECTION OF THE

COLUMBIA RIVER HIGHWAY

FEDERAL AID PROJECT 145-A - 3.52 miles

Detailed Analysis of the Actual Cost of
Constructing Bituminous Wearing Surface
20 feet in width 1.56"compacted thickness

958 cu yds	Grade C Rock in stock piles	1.53	$	1465.74
500 cu yds	" B " " " "	1.53		765.00
871 cu yds	" A " " " "	1.53		1332.63
40 cu yds	Screenings			
5250 gals	#1 oil	0.045		236.25
37065 gals	#3 oil	0.07959		2950.00
2369 cu yds	Construction of Bit. Mac Wearing surface			
		2.4943		5909.00
	Actual Cost			$12658.62
	Pre-estimate			$14922.30

Analysis of Construction Cost

	Per cu. yd. of aggregate
Preparation of macadam base	$ .0645
Spread and roll aggregate	.5526
Load,and hauling aggregate (Aver. 1.5 miles)	.6535
Heat, load, haul, and apply oil	.7433
Shape earth shoulders	
Traffic control	.0671
Supervision and general overhead	.0960
Contingencies and weather delays	
Move, set up and dismantle plant	.3173
	$2.4943

Average cost per mile	$3,596.00
" " per square yard	0.307

PR 145-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

August 13, 1929

Mr. R. A. Klein
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to our letter of August 2, and your reply of August 6, relative to Oregon Federal Aid Project 145-A.

With reference to the use of the term "Multiple Lift Bituminous Surface" instead of "Bituminous macadam", the latter term is generally used to refer to a definite type, or what is sometimes referred to as Penetration Macadam. Our Washington office objected to the term of Bituminous Macadam when referring to the type of surfacing under discussion, and we can see no objection to calling it Multiple Lift Bituminous Surface as they suggested.

With regard to the last paragraph of your letter as to the relative economy of other types, it was suggested that a fuel oil mixture on this project would give service which would be comparable to the type selected and at a saving in cost which would be about as follows:

1300 c.y. Rock at $1.50 - - - - -	$1950
17000 gal. oil at .05 - - - - - -	850
Manipulation per mile - - - - - - -	500
Total per Mile	$3300

Our request for this information was due to the fact that the project was approved subject to the questions noted in our letter being satisfactorily answered, and we desired your views as to the relative economy of other types as against the Multiple Lift Bituminous Surface type.

Above letter was replied to by Babcock. SHS.

Very truly yours,

W. H. LYNCH
District Engineer

By L. S. Canfield
Highway Engineer.

Robert

August 6, 1929

Mr. H. H. Lynch, District Engineer
U. S. Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Dear Sir:

We refer now to your letter of August 2nd in regard to the Morrow County Line-Umatilla Project (F.A. Project No. 145-A).

The reduction in quantities of surfacing materials to which you refer in the fourth paragraph of your letter was occasioned by the revision in specifications which was agreed upon between Mr. Frickstad and Mr. Baldock subsequent to the preparation of the estimate first approved.

As requested in the fifth paragraph of your letter, we will, in our vouchers for this project, refer to the bituminous macadam wearing surface as "Multiple Lift Bituminous Surfacing". If, however, you desire to have us abandon the term "Bituminous Macadam Wearing Surface" in connection with all federal aid work, we would like to have some explanation of your reasons for desiring such a change. We think that the term "Bituminous Macadam Wearing Surface" is a correct and adequate designation of the type of surfacing to which we apply it. We use it in our specifications for state work as well as federal aid work, and to make a change at this time will cause considerable confusion. There are so many different types and kinds of bituminous macadam that it is hardly practicable to assign a different name to each.

Before providing the information requested in the last paragraph of your letter, we would like to know specifically what other types of bituminous surfacing you wish us to use in comparing the relative economy of the multiple lift type. It would assist us, too, if you would provide us with

S-1329

STENCIL NO. 125

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please
refer to File No. OHE FAP 145 A

July 11, 1929

Mr. Roy A Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are enclosing herewith one set of approved specifications for OREGON Federal Aid Project No. 145 A.

Under separate cover approved plans are also being sent to you.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

5-13-29

Calif 145-A

OUTLINE SPECIFICATIONS FOR

BITUMINOUS MACADAM WEARING SURFACE
to be constructed on

MORROW COUNTY LINE-UMATILLA SECTION

FEDERAL AID PROJECT NO. 145-A

1. Type of bituminous macadam: Multiple lift.

2. Width: 20 feet with extra width as required on curves, at intersections, etc.

3. Thickness: 1½ inches, compacted.

4. Sizes of aggregates:

	Size of opening all will pass	Size of opening none will pass
Grade "C"	1½ inch, circular	3/4 inch, circular
Grade "B"	3/4 " "	1/2 " "
Grade "A"	1/2 " "	1/8 " square
Sand	1/8 " , square	

5. Sand: Sand may be either coarse sand or fine screenings from crushed rock.

6. Oil: No. 1 oil shall be an asphaltic road oil having an asphalt content of 50 to 60 per cent and having a viscosity of 40 to 80 seconds (Saybolt-Furol) at 122° F. No. 3 oil shall have an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

7. Quantities of rock and oil per square yard:

	Rock (Cu.Yds.)	Sand (Cu.Yds.)	No. 3 Oil (Gals.)	No. 1 Oil (Gals.)
Preliminary light oil treatment	- -	- -	- -	0.35
Tack coat of heavy oil	- -	- -	0.15	- -
Main body of wearing surface				
1st course	.016 Grade "C"	- -	0.25	- -
2nd course	.016 Grade "C"	- -	0.25	- -
3rd course	.0125 Grade "B"	.003	- -	- -
Seal coat (two courses)	.02 Grade "A"	.003	0.45	- -
	.0645	.006	1.10	0.35

8. Construction procedure:

a. Broom existing surfacing and apply No. 1 oil at a rate of 0.35 gal. per square yard.

b. After the No. 1 oil has hardened and become dry, apply a tack coat of No. 3 oil, 0.15 gal. per square yard.

APPROVED: H. H. Allison
ACTING CHIEF, BUREAU OF PUBLIC ROADS

5-13-29

8. Construction procedure - Contd. - 2.

c. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

d. Apply No. 3 oil, 0.25 gal. per square yard.

e. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

f. Apply No. 3 oil, 0.25 gal. per square yard.

g. Spread grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly, adding Grade "A" rock to fill voids.

h. Spread coarse sand or fine screenings, .003 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.

i. Broom to remove dust and apply No. 3 oil, .25 gal. per square yard.

j. Spread grade "A" rock, .01 cu. yd. per sq. yd. Blade and roll thoroughly. Allow surface to stand under traffic for about two weeks.

k. Broom to remove dust and apply No. 3 oil, .20 gal. per sq. yd.

l. Spread grade "A" rock, .01 cu. yd. per sq. yd. Blade and roll.

m. Spread sand or fine screenings, .003 cu. yd. per sq. yd.

9. Each application to be made in two strips: In order that traffic may use the road during the period that construction operations are in progress, each application of oil and succeeding spread of rock shall be made in two strips, each strip covering one-half of the width of the roadway, traffic being allowed to use the half of the roadway that is not being worked on at the time. Both strips of each application of oil and succeeding spread of rock shall be completed, however, before the making of the next application of oil is commenced.

SPECIAL PROVISIONS

Morrow County Line-Umatilla, Regrading
and Reconstruction of Surfacing

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M.(10:00 A.M.) on the nineteenth day of December, 1928.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of 3.48 miles of roadbed widening and alignment and grade betterment on the Morrow County Line-Umatilla Section of the Columbia River Highway in Umatilla County. It includes, also, the reconstruction of the surfacing to suit the new alignment and grade.

The west end of the project is at Station 0+00, which station is at the point where the Columbia River Highway crosses the boundary line between Morrow and Umatilla Counties. The east end of the project is at Station 184+00, which station is approximately one-half mile west of the town of Umatilla.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than February 28, 1929.

GENERAL PLAN OF PROCEDURE

The work to be performed under this contract is planned to be executed in the following manner:

1. The old surfacing, except at the few points where the grade will remain unchanged, shall be scarified, and the old surfacing materials shall be loaded into trucks and placed in stock piles until such time as the new grade is completed and ready to have the surfacing reconstructed upon it.

2. The roadbed shall be regraded to the cross-section and grade indicated on the profile, the embankment materials required for this purpose being obtained as follows:

a. The embankment materials for the portion of the grade which is between Stations 0+00 and 148+00 shall be obtained from ditch excavation alongside, this excavation to be made on 3:1 slopes as the typical cross-section indicates.

b. The embankment materials for the portion of the grade which is between Stations 148+00 and 184+00 shall be obtained partly in the manner described in the preceding paragraph and partly by borrowing pit-run gravel from a gravel pit located to the south of the highway at Station 99+00, the materials from the ditches being placed in the lower portions of the embankments and the pit run gravel being placed in the upper portions of the embankments.

3. After the grade has been widened and built up in the manner described above, it shall be surfaced with a surfacing having a base course of pit-run gravel and a top course of the gravel which was salvaged from the original grade and placed in stock piles as hereinbefore described.

SALVAGING OLD SURFACING MATERIALS

Portions of Project Affected:

The old surfacing materials shall be salvaged from all portions of the project except the following:

Stations	0+00	to 19 +00	(1900 feet)
"	48+00	to 59 +00	(1100 feet)
"	64+00	to 67 +00	(300 feet)
"	82+00	to 85 +00	(300 feet)
"	130+00	to 135+00	(500 feet)

Between the stations above mentioned, the new grade will be at the same elevation as the old grade, and the old surfacing shall be left in place, care being taken to avoid injury to it while the grade is being widened alongside.

Scarifying and Loading:

The old surfacing shall be scarified, and the old surfacing materials shall be loaded into trucks, the loading being done either by hand or by some suitable form of mechanical loader.

This work shall be carefully done in order that as much as possible of the old materials will be saved and so that the materials saved will be as free from earth and other foreign matter as is possible.

Hauling and Stockpiling

The old surfacing materials shall be hauled and placed in stock pile upon stock pile sites located adjacent to the highway at Stations 24, 40, 59, 74, 99, 120, 141, 161 and 190. The State Highway Commission will acquire the right to use these sites, but the contractor shall clear them, smooth them up and otherwise prepare them as may be necessary to make them suitable for stock piling purposes.

Measurement and Payment:

Payment for the salvaging of the old surfacing materials shall be understood to be included in the payment to be made for "Salvaged Materials in Surfacing" which payment is to be made as specified hereinafter under the head of "Surfacing Construction."

REGRADING OF ROADBED

General:

The regrading of the roadbed shall be performed in accordance with the standard specifications for "Excavation and Embankment" as given on pages 22 to 25 of the standard specification form, except as hereinafter otherwise specifically provided.

Ditch Excavation and Embankment Construction:

The side ditches shall be excavated to the widths, depths, and bottom grade elevations ordered by the engineer, and the materials from the ditch excavation shall be used in the construction of the roadbed embankments.

Between Stations 0+00 and 148+00, the ditch excavation will provide sufficient material to construct all of the embankment between those stations, but between Stations 148+00 and 184+00, it will be necessary to supplement the ditch excavation with pit-run gravel borrow from a state owned gravel pit located to the south of the highway at Station 99+00. Between Stations 148+00 and 184+00, the materials from the ditch excavation shall be deposited in the lower portions of the embankments and the

gravel borrow shall be deposited in the upper portions, the materials from the ditch excavation being so distributed that the thickness of the gravel borrow cover is approximately uniform over the full width and length of that part of the work.

The tops of the embankments shall be kept bladed down level as construction proceeds and each load of pit run gravel borrow shall be spread out as soon as it is deposited so that the embankments may at all times be as smooth as possible for the traffic which must pass over them.

Disposal of Boulders:

Boulders encountered in the excavations and the boulders which are now strewn along the right of way shall, in so far as possible, be utilized in the embankment construction. Such of them as cannot be so used shall be loaded, hauled and deposited along the approaches to the Umatilla River Bridge at Umatilla or at such other place or places as the engineer may designate.

Payment for the hauling of the boulders will be made at the price bid for "Truck Haul." Payment for the loading and unloading shall be understood to be included in the payment allowed for the excavation.

Measurement and Payment:

For all excavation including both ditch excavation and gravel borrow excavation, made in connection with the regrading work, payment will be made at the prices bid for "Common Excavation," "Intermediate Excavation," and "Solid Rock Excavation," and payment for the excavation at those prices shall be understood to comprise full and complete payment for all work involved in the regrading of the roadbed as specified, excepting only such of the hauling work as is to be paid for at the prices bid for "Overhaul" and "Truck Haul" as is hereinafter provided.

All excavation quantities, including gravel borrow, will be measured "in excavation," and none will be measured either in trucks or in embankment.

OVERHAUL AND TRUCK HAUL

Payment for the overhaul in connection with those excavation and embankment materials which are hauled more than three hundred (300) feet but less than one thousand (1000) feet, will be made at the price bid per yard station for "Overhaul."

Payment for the overhaul in connection with those materials which are hauled more than one thousand (1000) feet, will be made at the price bid per yard mile for "Truck Haul."

In computing the quantities of "Truck Haul" to be paid for, the volumes of the materials will be measured "in excavation" and the haul distances will be measured in half-mile units from the points of excavation. Fractional half-miles will be allowed for as full half-miles.

The basis of payment for "Overhaul" and "Truck Haul" as here specified, shall apply regardless of the means by which the materials are transported.

CONSTRUCTION OF SURFACING

Materials:

The materials to be used in the surfacing construction shall be of two kinds, one of which will be called "pit-run gravel" and the other of which will be called "salvaged materials."

The "pit-run gravel" shall be gravel from the state owned gravel pit on the south side of the highway at Station 99+00. The "salvaged materials" shall be the old surfacing materials salvaged from the roadway and placed in stock piles as herein-before specified.

Width, Thickness, Etc:

The new surfacing shall be of the width, thickness and form indicated by the accompanying typical cross-section plan, Section "A" applying between Stations 0+00 and 146+00, and Section "B" applying between Stations 148+00 and 184+00.

Portions Not Requiring Surfacing:

Those portions of the project on which the old surfacing is to be left in place as provided for in the specifications for the salvaging of the old surfacing materials, will of course, require no new surfacing, but if the engineer so orders, the old surfacing on those portions shall be built up and reinforced by the addition of small quantities of the salvaged materials.

Preparation of Subgrade:

By means of blade graders, and other suitable equipment, the subgrade shall be brought to uniform crown and grade with a surface free from ruts, humps and depressions. It shall then be trenched, the trench being cut to the crown shown in the typical cross-section plan, and to such depth that after the surfacing

is completed and the earth shoulders are leveled down as hereinafter provided, the position of the surfacing with reference to the earth shoulders will be as indicated in the plan. The trench shall be trimmed accurately to line, crown and grade, the excavated materials being deposited along the edges of the trench so as to form shoulders between which to construct the surfacing.

The subgrade shall be prepared only a short distance in advance of the placing of the surfacing materials, and after it has once been prepared, it shall be maintained true to cross-section, grade and surface until covered. It must be in a condition satisfactory to the engineer at the time the surfacing materials are placed upon it.

If, after the subgrade has been prepared, any stones or rocks more than three inches in diameter protrude above the general surface level of the subgrade, such stones or rocks shall be removed from the subgrade and disposed of in some manner satisfactory to the engineer. This applies particularly to the part of the project on which the upper portions of the embankments were constructed of pit-run gravel borrow.

Details of Surfacing Construction:

Where the surfacing is to be constructed as indicated by typical cross-section "A", the base course of pit-run gravel shall be spread over the subgrade and bladed to uniform thickness and crown. Upon this course, there shall be spread a course of salvaged materials of such uniform thickness as the engineer may order, and this course of salvaged materials shall then be mixed with the upper three or four inches of the pit-run gravel base course, the mixing being accomplished by the method commonly referred to as "processing." When the processing is completed, the mixed materials shall be bladed to uniform crown, after which all stones or rocks more than three inches in diameter that protrude above the general surface level of the materials shall be picked up and disposed of in some manner satisfactory to the engineer. The base course is then complete and ready to receive the top course of the surfacing.

Where the surfacing is to be constructed as indicated by typical cross-section "B", no base course will be constructed for the reason that the subgrade is of gravel. On that portion of the project, however, the upper three or four inches of the gravel subgrade shall be treated in the same manner as is above specified for the treatment of the upper three or four inches of the pit-run gravel base course, viz: the upper three or four inches of the subgrade shall have mixed with it whatever quantities of salvaged materials the

engineer may consider necessary to give a mixture which will "set-up" readily, and after this mixing has been completed, the mixed materials shall be bladed to uniform crown and all protruding rocks or stones more than three inches in diameter shall be removed. The subgrade is then ready to receive the surfacing materials.

When the gravel base course and the gravel subgrade have been treated and made ready as above specified, the salvaged surfacing materials shall be spread over them in such thickness as the engineer may order, it being intended that the thickness ordered will be such as can be used over the entire length of the project without requiring more of the salvaged materials than are available.

After the salvaged materials have been spread, they shall be "processed" thoroughly to insure uniform mixture throughout, and in case it appears that there is an excess of "filler" in the salvaged materials, there shall be mixed with the salvaged materials such quantities of pit-run gravel as the engineer may direct, the "processing" continuing until a completely uniform mix is obtained. The materials shall then be bladed to the crown shown in the typical cross-section plan and maintained true to that crown and free from ruts and other irregularities until all of the work to be done under the contract is completed.

Trimming of Shoulders:

After the top course of the surfacing has been placed and compacted, the earth shoulders shall be leveled down, and the entire roadbed surface shall be made to conform to the cross-section indicated in the cross-section plan. If there be any excess of excavated materials, or, if any rock fragments or stones project above the level of the shoulders, such excess materials and rock fragments and stones shall be picked up and disposed of to the satisfaction of the engineer. All earth, stones, rocks, and other matter that may come into the cut ditches as a result of the contractor's operations, shall be removed from the ditches and disposed of in a satisfactory manner.

Measurement and Payment:

For all new pit-run gravel used in the construction of the surfacing, payment will be made at the price bid for "Pit-run Gravel in Surfacing," and for all salvaged materials used in the construction of the surfacing, including that processed into the subgrade as above specified, payment will be made at the price bid for "Salvaged Materials in Surfacing." Payment

for these two items shall be understood to be full and complete payment for all materials and for all work involved in the construction the surfacing as above specified, including the salvaging, stockpiling and hauling of the old surfacing materials, the preparing of the stock pile sites, the excavating, loading and hauling of the new pit-run surfacing materials, the preparation of the subgrade, and the trimming of the earth shoulders.

Measurement of the pit-run materials will be made in the trucks at the point of loading. Measurement of the salvaged materials will be made in the trucks at the points where the materials are loaded for hauling to their final point of deposit on the road. No payment will be made for the salvaging or handling of any materials that are lost or that are made unsuitable for the work by being mixed with dirt, or that for any other reason are not actually used in the new work.

CULVERT PIPE

The culvert pipe included among the bid items is intended for use in the making of extensions to the existing culverts.

The prices for culvert pipe will be understood to cover the making of the necessary excavations, the removing of the headwalls from the existing culverts, the furnishing and placing of the new pipe, and the joining of the new lengths of pipe to the old pipe.

SALVAGING AND RELAYING PIPE

Work to be Done:

Under this item the contractor shall take up such of the pipe culverts now in place on the existing road as the engineer may direct, and shall reinstall them at such road crossings and approach drives as the engineer may designate.

Measurement and Payment:

Payment for the salvaging and reinstallation of old culvert pipe will be made at the prices bid per lineal foot for "Salvaging and Reinstalling Culvert Pipe," and these prices shall be understood to cover the taking-up, hauling and reinstalling of the pipe and the taking-off of the old headwalls. It shall not, however, be understood to include the excavation necessary to uncover the old pipe, the excavation of the trench in which the pipe is to be placed, nor the construction of new headwalls, all of which work will be paid for at the unit prices bid for the appropriate items.

PROVISION FOR TRAFFIC

The work to be done under this contract shall be conducted in such manner that traffic can at all times pass without material difficulty or inconvenience and without material interruption or delay. The construction operations in progress at any one time shall be confined to as short a section of highway as is practicable, and on that section the salvaging of the old surfacing, the regrading of the roadbed and the construction of the new surfacing shall be carried on simultaneously, each of these operations following the preceding one as closely as possible. Not more than 1500 feet of the highway shall be without surfacing at any one time, and all of whatever portion of the highway is without surfacing, shall be kept passable in some satisfactory manner.

OPTIONAL METHOD OF HANDLING SALVAGED MATERIALS

In as much as the new surfacing construction will be following not far behind the scarifying and salvaging of the old surfacing, the contractor may, if he so desires, haul most of the old surfacing materials directly from the point at which they are salvaged to the point at which they can be used in the new surfacing construction; stock piling only such of the salvaged materials as must be gotten out of the way before the surfacing operations can be commenced.

GAS TAX REFUND

It is understood that the prices bid by the contractor for the work to be done under this contract include the state tax on all gasoline, distillate and other motor fuels used in the performance of the work (including that used in shovels, pumps, compressors, and other equipment and machinery as well as that used in trucks), and it is agreed that if any refund of said state tax is received by the contractor or by his subcontractors or employes, the amount thereof shall either operate as a credit to the state on amounts due to the contractor under this contract or shall be paid to the state by the contractor in cash.

GRAVEL BORROW TO BE CLASSIFIED AS COMMON EXCAVATION

The excavation of the gravel borrow materials to be furnished by the contractor from the gravel pit opposite Station 99 as hereinbefore provided, shall be classified and paid for as "common excavation" regardless of the nature, kind, class or condition of the excavation involved.

SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and it must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

The amount of the surety bond shall be as indicated in the following table:

Amount of Contract	Amount of Bond
Less than $50,000.00	100% of amount of contract
$50,000 to $100,000.00	$50,000.00
More than $100,000.00	50% of amount of contract

PROPOSAL GUARANTY

Bid bonds will be accepted as proposal guaranties in connection with this project only when they are executed upon the State Highway Commission's standard proposal bond form for state projects, copy of which bond form is attached between pages 12 and 13 of the proposal form. Oregon and Washington agents of nearly all incorporated surety companies are supplied with copies of this standard form, and their copies may be used when circumstances make it inconvenient to secure an execution of the bond on the copy which accompanies the proposal form. If desired, the bond form which accompanies the proposal form may be detached for separate execution.

PRIVILEGE OF BIDDING ON SEVERAL PROJECTS WITH LIMITATION ON AWARDS

A bidder who desires to bid on more than one project at a single letting, but who desires to protect himself against receiving the award of more projects than he is equipped to handle, may bid on any number of projects, securing the protection desired by writing in on page 8 of the proposal form for each project bid on, a statement limiting either by number of projects or by total of contract amounts, the volume of work that may be awarded to him. The statement shall be written into the proposal form for each and every project bid on, and in each case the wording shall be the same.

If the volume of work is to be limited by the number of projects, the wording of the statement must be as follows:

"This bid is conditioned upon my (or our) not being awarded contracts for more than _ _ _ _ of the projects on which I (or we) have bid at this letting."

If the volume of work is to be limited by the total of the contract amounts, the wording of the statement must be as follows:

"This bid is conditioned upon my (or our) not being awarded contracts at this letting for an aggregate total amount in excess of _ _ _ _

SPECIAL PROVISIONS

LAWS GOVERNING CLEARING OPERATIONS

The attention of the contractor is called to the provisions of Section 22 of Chapter 281 of the General Laws of Oregon, 1925, as amended by Section 9 of Chapter 388, Laws of 1927, which section reads as follows:

"Sec. 22. Clearing Rights of Way; Filing of Description; Permit Necessary Therefor; Forester Authorized to Prescribe Conditions and Manner of Clearing; Penalty. Every one shall, before clearing any right of way for any highway or railroad, or any power, commercial telegraph or telephone line, or for any transmission or transportation utility right of way on any forest land within this state, whether upon his, their or its own land or that of another, where the clearing of such right of way would constitute a fire hazard, file with the forester [F. A. Elliott, Salem, Oregon] a general description of the right of way to be cleared and the forester shall issue a written permit for such clearing, which permit shall set forth the precautionary conditions and manner under which such clearing shall be done; provided, that the above requirements shall not apply to railroad spurs not exceeding one-half mile in length nor to temporary minor wagon roads to be used for transporting forest material; but it shall be unlawful at any time for any one engaged in clearing any right of way or any forest land to place on adjoining land or property any forest material or debris resulting from such clearing without the permission of the owner of such adjoining land. Refusal or neglect to comply with the provisions of this section or with the terms of such permit shall be deemed a misdemeanor and, upon conviction thereof, the offender shall be punished by a fine of not less than twenty-five dollars ($25) nor more than two hundred and fifty dollars ($250) for each offense.

The contractor agrees that in the performance of the work to be done under this contract, he will comply fully with the provisions of said Section 22, as well as with the provisions of all other laws and governmental requirements.

November, 1927.

ANNULMENT OF CONTRACT

The "Annulment of Contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and it shall be superseded by the following provisions:

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditor; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or instructions of the engineer; or otherwise be guilty of a substantial violation of any provision of the contract, then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days' written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractor's default, shall be certified by the engineer.

RIGHT OF COMMISSION TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the State Highway Commission, after three days' written notice to the contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor.

Form 10—C-16767—625—13-58

PR 145a

OR[illegible]C[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date July 8th, 19 59

Job name Morrow Co Line - Trotile

Week from June 29 to July 6

Mail address Pilot Rock Ore.

Highway Federal Columbia - River

Telegraph or telephone address " " "

County Umatilla Job prefix 2C DF

Express and freight address " " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor finished and open for traffic Four days of the first week.

Everything completed July 4th

(See back of this sheet for instructions and detailed information.)

Signed W. W. Stiffler

Title Dis Engr.

GRADING CONSTRUCTION

Total miles of grading in project 3.48

Miles completed 3.48

Miles completed except finishing —

Total cubic yards in project 4,100

Cubic yards moved to date 4,100

Miles covered by contractor's forces —

Miles cross-sectioned 3.48

Miles cross-sections completed and checked 1.0

Miles to be remeasured —

Number men in Engineering Party 3

Contractor's average force for week 6 *men,*

— *teams,* — *steam shovels*

Grading work will be completed about July 4 1927

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project —

Miles completed 2.7

Miles partially done —

Total cubic yards in project —

Cubic yards produced to date —

Average daily yardage produced this week —

Average daily yardage necessary to complete on time —

Contractor's average force for week 6 *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* *Percentage*
2. *Percentage*
3. *Percentage*
4. *Percentage*

PR 145a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

June 5, 1929.

Mr. R. A. Klein
State Highway Engineer
Salem, Oregon.

Dear Sir:

Enclosed is an original and executed copy each of the Agreement and Certificate for Oregon F. A. P. 145-A.

Very truly yours,

A. D. LANCH
District Engineer

Enclosures

A4pr 5212

Form P. R. 2

State Oregon

Project No. 145, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6618

Form P. R. 9

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29 day of May, 1929
by and between the State Highway Commission of Oregon
, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 9th day of November, 1928, a project statement, which was approved by the Secretary on the 13th day of December, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 29th day of December 1928, and approved by the Secretary on the 13th day of May, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-one thousand, thirty-seven and 54/100
Section 1 of
dollars ($31,037.54) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5618

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count_____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 0+25 in the N.W.¼ and on the west line of Sec. 22, T.5 N., R. 27 E., W.M., at the Umatilla-Morrow County Line, and survey station 184+00 near Umatilla in the S.W.¼ of Sec. 18, T.5 N., R.28 E., W.M.,

_____ terminal points, a distance of 3.48 miles, known locally as the Columbia River Highway between Willows (or Heppner Junction) and Umatilla, Umatilla County, being Section A of Oregon Federal Aid Project No. 145.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

8—8518

NW 47 8 626 2 AM

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is mutually agreed that all existing structures occurring within the terminal limits of the project shall be subject to inspection and approval by the Secretary of Agriculture or his authorized agents, and that any and all such structures not included in such plans and specifications, which in the judgment of the Secretary or his authorized agents require repairs or reconstruction, will be repaired or reconstructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or said agents. No Federal Aid shall be paid under this agreement for said repairs or reconstruction, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of thirty-one thousand, thirty-seven and 54/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-nine thousand, eight hundred seventy-five and 54/100 dollars, the approved total estimated cost of Section A of said project.

9—8513

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chap. 237, Laws of 1917.**
(Include reference to statute authorizing funds and probable amount annually available)

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

5—5518

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____

upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner hereinafter set forth.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

(Official depository)

Highway Department for that purpose and authorized under the laws of said

STRICKEN OUT

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the _____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

STRICKEN OUT

*(b) By the _____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____

(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 13th day of May, 1927.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H Baldwin
Chairman, State Highway Commission
(Title of officer)

By C. C. Gates
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

R. W. Dunbar
Acting Secretary of Agriculture.

8—5518

112

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 0+25 in the N.W.¼ and on the west line of Sec.22, T.5 N., R.27 E., W.M., at the Umatilla-Morrow County Line, and survey station 184+00 near Umatilla in the S.W.¼ of Sec.18, T.5 N., R.28 E., W.M., locally known as the Columbia River Highway between Willows (or Heppner Junction) and Umatilla, Umatilla County, and designated in the records of this Department as Section A of Project No. 145, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $49,375.54 as the total estimated cost of Section A of said project, and the sum of $31,037.54 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 13th day of May one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 8—4839

PR 145-A

May 16, 1928.

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

We are submitting herewith six copies of the detailed specifications in accord with which the bituminous macadam wearing surface for the Morrow County Line-Umatilla Section (Federal aid project No. 145-A) is proposed to be constructed.

We are enclosing also six copies of the revised estimate which we desire to have used as a basis for the preparing of federal aid vouchers and under separate cover we are sendingthree copies of the contract with Joslin & McAllister under which the materials which are to be used in the construction of the bituminous macadam wearing surface were produced and stockpiled.

The cost analysis for the construction of the bituminous wearing surface which was submitted to you with our previous estimate will apply as well to the estimate which we are now submitting.

Very truly yours.

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP
Encls.

Oregon State Highway Department — Proj. No. 115-A

MORROW COUNTY LINE--UMATILLA SECTION OF THE COLUMBIA RIVER HIGHWAY

IN UMATILLA COUNTY

(Substitute estimate for vouchering. Based on contract prices for grading and bituminous macadam materials, and estimated costs of construction of bituminous macadam wearing surface by state forces.)

Salem, Oregon, April 16, 1929

All Required	Clearing and Grubbing			$ 12.00
25,000 cu.yds	Common Excavation	.50		12,500.00
7,000 cu.yds	Intermediate Excavation	.50		3,500.00
4,000 cu.yds	Solid Rock Excavation	.70		2,800.00
23,000 yd.sta.	Overhaul	.03		690.00
13,000 yd.mi	Trunk Haul	.15		1,950.00
14 cu.yds	Class "C" Concrete	25.00		350.00
150 lin.ft	12" Concrete Pipe	1.10		165.00
10 lin.ft	24" Concrete Pipe	3.00		30.00
15 lin.ft	30" Concrete Pipe	5.00		75.00
100 lin.ft	Salvaging and Reinstalling Pipe	1.00		100.00
5,000 cu.yds	Pit Run Gravel Surfacing Matls.	.50		2,500.00
5,900 cu.yds	Salvaged Surfacing Materials	.50		2,950.00
	BITUMINOUS MACADAM WEARING SURFACING			
1,120 cu.yds	Grade "D" Rock in Stock Piles	1.53		1,713.60
430 cu.yds	Grade "B" Rock in Stock Piles	1.53		657.90
860 cu.yds	Grade "A" Rock in Stock Piles	1.53		1,315.80
130 cu.yds	Sand or Fine Screenings	-		-
15,000 gals.	No. 1 Oil (F.O.B. Umatilla)	0.045		675.00
41,000 gals	No. 2 Oil (F.O.B. Umatilla)	0.081		3,321.00
2,340 cu.yds	Constr. of Bit. Mac. Wearing Surf.	2.05		7,239.00
				$ 42,552.50
	Reduction of $0.131 per cu.yd on 2,410 cu.yds Bit. Mac. Aggregate, as per contract (lump sum reduction pro-rated)			315.71
		Sub-total		$ 42,536.79
		10% Engr. & Cont.		4,253.68
		Total		$ 46,790.24

Length of Project 3.480 miles
Cost per mile $13,440.47

State funds for constr. - Chap. 176, Laws 1917; Chap. 31, laws 1920
" " " maint. - Res. Aug. 15, 1917; Chap. 237, laws 1917.

SPECIFICATION FOR BITUMINOUS MACADAM WEARING SURFACE

MORROW COUNTY LINE-UMATILLA SECTION

Federal Aid Project No. 145-A.

Bituminous Macadam Wearing Surface

Type of Bituminous Macadam:

The bituminous macadam wearing surface to be constructed on this project shall be of the multiple lift type. Its compacted thickness shall be one and one-half inches. The first lift shall consist of Grade "C" rock and No. 3 oil, and shall be slightly less than three-quarters of an inch in thickness. The second lift shall consist of Grade "B" rock, Grade "A" rock and No. 3 oil and shall be slightly less than one-half of an inch in thickness. The third and last lift shall consist of Grade "A" rock, sand and No. 3 oil and shall be slightly less than one-half of one inch in thickness.

Width and Crown:

The width and crown of the wearing surface shall be as indicated by the accompanying cross-section plan, subject, however, to such reasonable variation as may be necessary to properly take care of any special or unusual conditions that may be encountered.

Materials:

The mineral aggregate shall be broken stone or crushed gravel of the kind and quantity hereinafter specified under the head "Mineral Aggregate."

The oil shall be asphaltic road oil conforming in all respects with the specifications given hereinafter under the head "Road Oil." The manner of application of the oil shall also conform with the specifications given under the head "Road Oil."

Preparation of Macadam Base:

Preparatory to the constructing of the bituminous macadam wearing surface, the gravel surfacing which is to serve as the foundation for the wearing surface, shall be brought to a smooth and thoroughly compacted surface having the crown, grade and line indicated by the plans. The surface shall then be made free of loose stones, dirt and dust by thorough sweeping with revolving brooms, supplemented, if necessary, by hand operated brooms.

Oiling of Macadam Base:

Upon completion of the brooming work, the macadam base shall be oiled with No. 1 road oil, the oil being applied at a temperature of 150 degrees, Fahrenheit, and at a rate of 0.35 gallons per square yard.

The oil shall be applied on only one-half of the width of the base at a time, and the second half shall not be oiled until the first half is sufficiently dry to carry traffic without splattering. After the oil has dried, additional oil shall be placed wherever it is indicated by color or otherwise, that more oil is required in order to prevent "breaks" and "ravelling."

First Lift of Bituminous Macadam:

The first lift of the bituminous macadam shall consist of an application of No. 3 road oil followed by an application of Grade "C" aggregate. The oil shall be applied upon the prepared and oiled macadam base at a rate of approximately 0.15 gallon per square yard. The aggregate shall be applied at a rate of approximately 0.026 cubic yard per square yard. The aggregate shall be spread to uniform thickness by means of blade graders, additional materials being added by hand on any bare or thin spots that may appear.

This first lift shall be lightly rolled with a power roller.

Second Lift of Bituminous Macadam:

The second lift of bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "B" aggregate and by an application of Grade "A" aggregate. The oil shall be applied at a rate of approximately 0.425 gallons per square yard. The Grade "B" aggregate shall be applied at a rate of 0.010 cubic yard per square yard and the Grade "A" aggregate shall be applied at a rate of 0.005 cubic yard per square yard.

This lift shall be thoroughly rolled and broomed, the Grade "A" aggregate being added while the rolling and brooming is in progress. The brooming shall be done with a non-revolving type of broom attached to the roller. After the lift is thoroughly compacted, it shall be allowed to stand under traffic for at least six days.

Third Lift of Bituminous Macadam:

The third lift of the bituminous macadam wearing surface shall consist of an application of No. 3 road oil followed by an application of Grade "A" aggregate and by an application of sand or fine screenings. The oil shall be applied at a rate of 0.375 gallons per square yard. The Grade

"A" aggregate shall be applied at a rate of 0.015 cubic yard per square yard, and the sand or fine screenings shall be applied at a rate of 0.003 cubic yard per square yard.

This lift shall be rolled and while the rolling is in progress, the fine aggregate shall be broomed about on the surface. The rolling and brooming shall continue until the oil has hardened and will absorb no more aggregate.

Construction Under Traffic:

Where traffic cannot conveniently be detoured from the section of road in process of construction, the construction of the wearing surface shall be proceeded with in the following manner:

Each day a length of road (the same having previously been oiled as specified) shall be laid out to be surfaced that day. The oiled macadam base on this length of road shall then be broomed and made ready for surfacing over one-half of its width, and on this half-width of prepared base, the first lift of the bituminous macadam surfacing shall be placed. Then, while traffic is being handled over this first lift of surfacing, the second half of the oiled base on the length of road to be surfaced that day shall be broomed and made ready for surfacing, and shall have constructed upon it its first lift of bituminous macadam. Traffic shall then be switched back to the second half of the roadway, and the next lift of the surfacing shall be constructed upon the first half of the roadway. In this manner, each of the three lifts of bituminous macadam shall be constructed first on one half width and then on the other half width of the roadway, care being taken to "break joints" each time with the lift or course below and care being taken to avoid any overlapping of the spreads of oil or spreads of rock along the centerline joints.

At the end of the day's run, each lift or course shall be terminated approximately five feet back from the end of the lift or course below it, so as to provide a sort of lapped joint between the work of one day and the work of the following day.

MINERAL AGGREGATES

Aggregates Are In Stock Pile:

The mineral aggregates to be used in the construction of the bituminous macadam wearing surface shall be the broken stone and/or crushed gravel which was produced and stockpiled in the vicinity of the project by contractors Joslin & McAllister under that part of state highway contract No. 1007 which applies to the Middle Unit of the Arlington-Pendleton Section of the Old Oregon Trail.

The construction of the bituminous macadam wearing surface herein specified shall be understood to include the loading and transporting of the mineral aggregates from the stock piles to the points at which they are incorporated in the wearing surface.

Sizes of Aggregates:

The aggregates shall be of the following grades and sizes:

Grade "A" Materials shall all pass a 1/2 inch circular ring and be retained on a screen having 1/8 inch square openings.

Grade "B" materials shall all pass a 3/4 inch circular ring and be retained on a 1/2 inch circular ring.

Grade "C" materials shall all pass a 1 1/4 inch circular ring and be retained on a 3/4 inch circular ring.

All materials shall be well graded between the limiting sizes.

Sand:

The aggregate referred to in the foregoing specifications as "sand", may be either sand or screenings, all of which will pass a screen having one-eighth inch square openings.

Spreading of Aggregates:

The trucks used in the spreading of aggregates shall be equipped with some suitable form of spreader box or other spreading device that will give a uniform spread over a width of nine feet.

When spreading aggregate over freshly spread oil, the trucks shall be run backward so that the oil will be covered with aggregate before the truck wheels come upon it.

ROAD OIL

Description:

Oil furnished under these specifications shall be made from an asphaltic base oil. It shall be either a naturally homogeneous oil or a homogeneous residue from oil. It shall not have been distilled at a temperature high enough to injure by burning or to produce flecks of carbonaceous matter.

The oils to be furnished shall be of two grades and they shall be designated as No. 1 road oil and No. 3 road oil. They shall conform with the requirements stated below.

Morrow Co. Line-Umatilla Section #5

Requirements		No. 1 Oil	No. 3 Oil
Asphaltic Residue of 80 Penetration	minimum	50%	94%
Asphaltic Residue of 80 Penetration	maximum	60%	--
Viscosity, Saybolt Furol at 122° F.	minimum	40 sec.	--
Viscosity, Saybolt Furol at 122° F.	maximum	80 sec.	--
Viscosity, Float Test at 122° F.	minimum	--	225 sec.
Flash Point, Penskey-Martins, Degree F.	minimum	175	--
Flash Point, Cleveland Open Cup	minimum	--	425
Water and Sediment	maximum	2%	1½%
Water	maximum	--	½%
Sediment	maximum	--	1%
Bitumen (soluble in Carbon Bisulphide)	minimum	99%	99%
Bitumen (soluble in Carbon Tetrachloride)	minimum	--	99.65%
Bitumen Insoluble in 86° B paraffin naphtha	minimum	--	6
Bitumen Insoluble in 86° B paraffin naphtha	maximum	--	27
Penetration of Residue after loss on heating at 163° C. for 5 hrs.	minimum	--	150

Test Methods:

In the testing of oils, the methods used shall be as prescribed by the American Society for Testing Materials (A.S.T.M.) under the following serial designations.

Asphaltic Residue of 80 Penetration	Serial Designation	D243-26
Viscosity, Saybolt-Furol at 122° F.	" "	D 88-26
Float Test on Bituminous materials 122° F.	" "	D139-27
Flash Point, Pensky-Martin Closed Tester	" "	D 93-22
Flash Point, Cleveland Open Cup	" "	D 92-24
Water & Sediment, centrifuge Method	" "	D 96-28
Water	" "	D 95-27
Bitumen (soluble in Carbon Bisulphide)	" "	D 4-27
Bitumen (soluble in Carbon Tetrachloride)	" "	D165-27
Loss on Heating	" "	D 6-27
Penetration of Bituminous Materials	" "	D 5-25

Bitumen insoluble in 86 deg. paraffin naphtha shall be determined by the method described in U. S. Dept. of Agriculture Bulletin 1216, revised September, 1928.

Manner and Method of Application of Oil:

The No. 3 road oil shall, at the time it is spread, have a temperature of approximately 375 degrees F. No. 1 oil shall, at the time it is spread, have a temperature of approximately 150 degrees F. Oil shall be spread only when the air temperature is above 50 degrees F. Oil that has been overheated or "burned" shall not be used in the work.

The oil shall be spread by means of a pressure distributor which will satisfactorily make the distributions of oil required under the foregoing specifications. The distributor shall operate at a pressure of not less than twenty pounds per square inch, and shall give a uniform spread of oil over a width of not less than nine feet. It shall be equipped with a pressure gauge and a volume gauge so located as to be easily observed by the inspector while walking beside the distributor. It shall also be equipped with a tackometer to determine the speed so that the rate of spread of oil can be controlled accurately. The power for the pressure pump shall be supplied by a power unit entirely independent from the power unit which provides motive power for the distributor.

In order to secure uniform distribution of oil at the junction of two applications, the distribution shall be promptly stopped when the flow of oil begins to thin just before the tank is empty. Each time that the application of oil from the distributor is commenced, building paper shall be spread over the treated surface for a sufficient distance back so that the sprayers are operating at full force when the uncovered surface is reached. The building paper shall then be removed and burned.

The rates of application of oil shall not vary from the rates specified by the engineer by more than ten per cent, and if, in the application of the oil, any spots are missed, oil shall be applied on those spots by some means which will insure the application being made at the specified rates. Uniform application of oil will be required, and distributors equipped with poor valves will not be allowed to operate on the project.

MISCELLANEOUS PROVISIONS

Addition of Screenings to Prevent Bleeding:

If, after the wearing surface is subjected to traffic, any excess of asphalt flushes to the surface and causes the surface to become sticky, this condition shall be corrected by brooming over the surfacing any excess of screenings that may have collected at the edge of the surfacing, and, if so ordered by the engineer, by the adding of new screenings.

Rolling:

The rolling referred to in the foregoing specifications shall be done with three-wheeled power rollers, weighing not less than 10 tons each. The rollers shall begin at the edges of the surfacing, overlapping the shoulder one-half the width of the rear wheel. It shall progress toward the

center, parallel with the centerline of the roadway, and shall overlap each preceding track and cover the entire surface as many times as is necessary to thoroughly consolidate the stone.

Surface Evenness:

The surface of the finished bituminous macadam shall be free from humps, hollows, roughness and irregularities of all kinds, and shall not vary more than one-quarter of one inch from the true surface when tested with a straight edge or template ten feet in length.

Correction of Defects:

If, during the construction of the surfacing, or within two weeks of the completion thereof, any ravelling of the surfacing occurs or defects of any kind appear, which ravelling or defects are due to lack of uniformity in the application of oil or rock or to other faulty workmanship, such defects shall be corrected to the satisfaction of the engineer.

Trimming of Shoulders:

Following the construction of the bituminous macadam wearing surface and rock shoulders as hereinbefore specified, the earth shoulders alongside shall be trimmed up and made to conform to the roadbed crown as the same is indicated in the accompanying cross-section plan. Any materials that have come into the cut ditches by reason of the contractor's operations shall be removed therefrom and disposed of in a manner satisfactory to the engineer.

No Work During Damp Weather:

All of the work to be done under this contract must be done during dry weather, with dry materials, and while the macadam base and all other parts of the work that are being worked upon are dry and in otherwise satisfactory condition. Work during wet weather or under other conditions not conducive to best results will not be permitted.

MEASUREMENT AND PAYMENT

For the construction of the bituminous macadam wearing surface as above specified, exclusive only of the furnishing of the mineral aggregates which, as hereinbefore stated, have been produced and stockpiled in the vicinity of the project under a prior contract, payment will be made at the stipulated prices for the following items:

1. No. 1 Oil (F.O.B. Umatilla).
2. No. 3 Oil (F.O.B. Umatilla).
3. Construction of Bituminous Macadam Wearing Surface.

The quantities of oil to be paid for shall be the number of gallons used in the work as determined by measurement in the cars.

The quantity to be paid for under the item "Construction of Bituminous Macadam Wearing Surface", shall be the number of cubic yards of mineral aggregate actually incorporated in the work, the quantities to be measured in the trucks at the points of loading.

...OZER, PORTLAND, CHAIRMAN
...GATE, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 28, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Memorandum to S. H. Probert

I handed you some few days ago the revised specifications covering the Morrow County Line-Umatilla Section, with particular reference to that phase of construction involving the bituminous macadam work. Mr. Frickstad requested the stated number of copies of the specifications together with the cost analysis of this type of work and a copy of the contract under which the rock was crushed.

The letter should be dated May 16th.

R H Baldock

RHB:S

R. H. Baldock

...ZER, PORTLAND, CHAIRMAN
...GATE, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

May 24, 1929

IN REPLY PLEASE
REFER TO FILE NO.

Mr. S. H. Probert

I am attaching hereto the revised specifications for the Morrow County Line-Umatilla section involving construction of 1½ inch bituminous macadam, which specifications have been tentatively approved by Mr. Frickstad.

We have at the present time finished about two miles and I wish you would please date the application to them May 16th.

Mr. Davis states that they will require a copy of the rock contract under which the rock is produced, the specifications for the bituminous macadam, and a cost analysis of the same.

R. H. BALDOCK

RHB:S
Encls

FILE C-30 PF-1

OUTLINE SPECIFICATIONS FOR

BITUMINOUS MACADAM WEARING SURFACE
to be constructed on

MORROW COUNTY LINE-UMATILLA SECTION

FEDERAL AID PROJECT NO. 145-A

1. Type of bituminous macadam: Multiple lift.

2. Width: 20 feet with extra width as required on curves, at intersections, etc.

3. Thickness: 1½ inches, compacted.

4. Sizes of aggregates:

	Size of opening all will pass	Size of opening none will pass
Grade "C"	1½ inch, circular	3/4 inch, circular
Grade "B"	3/4 " "	1/2 " "
Grade "A"	1/2 " "	1/8 " square
Sand	1/8 " , square	

5. Sand: Sand may be either coarse sand or fine screenings from crushed rock.

6. Oil: No. 1 oil shall be an asphaltic road oil having an asphalt content of 50 to 60 per cent and having a viscosity of 40 to 80 seconds (Saybolt-Furol) at 122° F. No. 3 oil shall have an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

7. Quantities of rock and oil per square yard:

	Rock (Cu.Yds.)	Sand (Cu.Yds.)	No. 3 Oil (Gals.)	No. 1 Oil (Gals.)
Preliminary light oil treatment	- -	- -	- -	0.35
Tack coat of heavy oil	- -	- -	~~0.15~~ .05	- -
Main body of wearing surface				
1st course .026	~~.040~~ Grade "C"	- -	~~0.25~~ .425	- -
2nd course ~~-~~	~~.010 Grade "C"~~	- -	~~0.25~~	- -
3rd course .010 B - .005 H	~~.0125 Grade "B"~~	~~.005~~	- -	- -
Seal coat (~~two courses~~) .015 H	~~.02~~ Grade "A"	.003	~~0.45~~ .375	- -
.0560	~~.0645~~	~~.006~~ .003	1.10 .950	0.35

8. Construction procedure:

a. Broom existing surfacing and apply No. 1 oil at a rate of 0.35 gal. per square yard.

b. After the No. 1 oil has hardened and become dry, apply a tack coat of No. 3 oil, 0.15 gal. per square yard.

8. Construction procedure - Contd. -

c. Spread grade "C" rock, ~~.016~~ .026 cu. yd. per sq. yd. Blade and roll.

d. Apply No. 3 oil, 0.~~25~~ 0.42 gal. per square yard.

~~e. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.~~

~~f. Apply No. 3 oil, 0.25 gal. per square yard.~~

g. Spread grade "B" rock, ~~.0125~~ .010 cu. yd. per sq. yd. Blade and roll thoroughly, adding Grade "A" rock to fill voids. Add ~~.005~~ .005 cy per sq yard

~~h. Spread coarse sand or fine screenings, .003 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.~~

i. Broom to remove dust and apply No. 3 oil, ~~.25~~ .375 gal. per square yard.

~~j. Spread grade "A" rock, .015 cu. yd. per sq. yd. Blade and roll thoroughly. Allow surface to stand under traffic for about two weeks.~~

~~k. Broom to remove dust and apply No. 3 oil, .20 gal. per sq. yd.~~

j. Spread grade "A" rock, .015 cu. yd. per sq. yd. Blade and roll.

k. Spread sand or fine screenings, .003 cu. yd. per sq. yd.

9. Each application to be made in two strips: In order that traffic may use the road during the period that construction operations are in progress, each application of oil and succeeding spread of rock shall be made in two strips, each strip covering one-half of the width of the roadway, traffic being allowed to use the half of the roadway that is not being worked on at the time. Both strips of each application of oil and succeeding spread of rock shall be completed, however, before the making of the next application of oil is commenced.

PR 145a

April 24, 1929

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900
Portland, Oregon.

Dear Sir:

In accord with your letter of March 28, we have revised sheet #8 of the plans for the Morrow County Line-Umatilla Project (Fed. Aid Project No. 165-A) so as to show the location of the railway line, and we are sending five prints of the revised sheet to you today.

There are no embankments on the railway right of way within the limits of this project.

Under our present plans, the bituminous macadam wearing surface will not be constructed on this project until some time next year.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:AP

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
MAR 27 1929
OREGON
STATE HIGHWAY COMMISSION

March 25, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Reference is made to Oregon Federal Aid Project No. 145-A, Morrow County Line - Umatilla Section of the Columbia River Highway.

It is noted the plans do not show the Railroad property line, and it is assumed there are no encroachments; if this is not correct we should have copies of the easements, even though they were executed several years ago. Definite information on this point, with copies of easement, if any, should be submitted when signed copies of the agreement are returned.

It is noted the location of the railroad is not shown on Sheet No. 8 of the plans, though the small map on the title sheet shows the railroad continuing parallel to the highway. A revised Sheet No. 8, showing this information, is requested.

The approval of this project is made with the understanding that complete specifications for the bituminous macadam wearing surface satisfactory to the Bureau will be submitted before proceeding with construction.

Enclosed are copies of the project agreement for signature of the State Highway Department. When these copies of the agreement have been signed please return them to this office.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

FORM S-M-1 6-8884 5M 7-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATE MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

PR 145-a

April 8, 1929.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
APR 9 1929
STATE OREGON
HIGHWAY COMMISSION

Attention Mr. Probert:

Dear Sir:

Herewith please find Price Agreement covering the stripping of the gravel pit on the Morrow County Line-Umatilla Section. No provision was made in the contract for stripping this pit and as it is customary in other jobs to pay for stripping, I believe it should be done in this instance. There is a considerable number of large boulders in this pit which render the stripping rather difficult.

It is also necessary to extend the contract a short distance in order to get the borrow pits to drain.. Mr. Stiffler has already covered this by a price agreement in order that no complications may occur at the close of the job by reasons of doing work outside the limits of the contract.

Very truly yours,

H G Smith

HGS:OW
Encls.

Division Engineer.

145-A

Oregon State Highway Department

Project No. 145-A

MORROW COUNTY LINE UMATILLA SECTION OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, December 15, 1928

All Required	Clearing & Grubbing		100.00
25,000 cu.yd.	Common Excavation	$ .30	7,500.00
7,000 cu.yds.	Intermediate Excavation	.45	3,150.00
4,000 cu.yds.	Solid Rock Excavation	1.00	4,000.00
23,000 yd.sta.	Overhaul	.04	920.00
13,000 ydmi.	Truck Haul	.35	4,550.00
14 cu.yds.	Class "C" concrete	30.00	420.00
150 lin.ft.	12-inch concrete pipe	2.00	300.00
10 lin.ft.	24-inch concrete pipe	6.00	60.00
15 lin.ft.	30-inch	7.00	105.00
108 lin.ft.	Salvaging and Reinstalling Pipe	1.50	162.00
5,600 cu.yds.	Pit-run gravel surfacing materials	1.00	5,600.00
5,900 cu.yds.	Salvaged surfacing materials	1.50	8,850.00
	Sub total		$35,717.00
	10% Engr.& Cont.		3,571.70
	Total		$39,288.70

Length of Project - 3,479 miles

Cost per mile - $11,293.10

State Funds Available	$14,839.35
Federal aid Requested	24,449.35

State Funds for construction, chapter 175, Laws 1917; chaps. 31, Laws 1920.
State Funds for maintenance, Resolution, Aug. 17, 1917, chapter 257, Laws 1917.

Form 39—C-9210—1M—7-28.

PR 145a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 23, 1929

Job name Morrow Co. Line - Umatilla Week from Feb. 16th to Feb. 23

Mail address Pilot Rock, Ore.

Highway Columbia River Telegraph or telephone address " "

County Umatilla Job prefix 30 P.F. Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Shovel began work Thursday Feb. 21st at Sta 189+00 on East end of job, hauling surface boulders to the Umatilla River Bridge

(See back of this sheet for instructions and detailed information.)

Signed W. W. Stiles

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project 3.48

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project 36,000

Cubic yards moved to date 400

Miles covered by contractor's forces 0.1

Miles cross-sectioned 3.0

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party 4

Contractor's average force for week ..... 5 men,

..... teams, ... 1 steam shovels

Grading work will be completed about ..... May 1, 1929

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 2.7

Miles completed .....

Miles partially done .....

Total cubic yards in project 11,500

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time 2,500

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job ..... 30 P.F. Percentage 100
2. ..... Percentage .....
3. ..... Percentage .....
4. ..... Percentage .....

PR# 145-A

Feb. 23, 1928.

Bureau of Public Roads,
P. O. Box 2900,
Portland, Oregon.

Gentlemen:

We are enclosing herewith six copies of estimate as basis for Project Agreement, covering the Morrow County Line-Umatilla Section, Project No. 145-A.

We are also enclosing six copies of the unit price analysis for the item "Construction of Bituminous Macadam Wearing Surface", and five copies of the specifications in accord with which the wearing surface is to be constructed.

Under separate cover, we are sending five blue print copies of sheet #2 of the plans which has been revised to show the typical sections of the bituminous macadam wearing surface.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dictated by J. W. Nash/RE.

sms1.

Oregon State Highway Department — Project 165-A

MORROW COUNTY LINE-UMATILLA SECTION
OF THE COLUMBIA RIVER HIGHWAY IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on contract prices for grading and estimated price for construction of Bituminous Macadam Wearing Surface.)

Salem, Oregon, Feb. 22, 1923.

All Required		Clearing and Grubbing		$12.00
25,000 cu. yds.		Common Excavation	.80	12,000.00
7,000	"	Intermediate Excavation	.60	3,900.00
4,000	"	Solid Rock Excavation	.70	2,800.00
23,000 yds. sta.		Overhaul	.03	690.00
12,000 yds. mi.		Truck Haul	.15	1,800.00
14 cu. yds.		Class "C" Concrete	25.00	350.00
150 lin. ft.		12" Concrete Pipe	1.10	165.00
10 lin. ft.		24" Concrete Pipe	3.00	30.00
15 lin. ft.		30" Concrete Pipe	5.00	75.00
100 lin. ft.		Salvaging and Reinstalling Pipe	1.00	100.00
5,000 cu. yds.		Pit run Gravel Surfacing Mtls.	.80	3,800.00
5,800	"	Salvaged Surfacing Materials	.80	2,320.00

Bituminous Macadam Wearing Surface

1,380 cu. yds.		Grade "C" Rock	1.53	2,111.40
540	"	" "B" "	1.53	826.20
860	"	" "A" "	1.53	1,315.80
280	"	Sand or Fine Screenings	0.00	0.00
15,000 gals.		No. 1 Oil (F.O.B. Umatilla)	0.045	675.00
47,800	"	No. 3 Oil (" ")	0.061	2,947.00
3,030 cu. yds.		Constr. of Bit. Mac. Wear. Surf.	2.85	8,635.50
		Sub-total		$ 45,341.40
		10% Engr. & Cont.		4,534.14
		Total		$ 49,875.54

Length of Project 3.479 miles
Cost per mile $14,336.17

State funds available $18,838.00
Federal Aid requested 31,037.54 (62.2%)
$49,875.54

State funds for construction. - Chap. 175, laws 1917; Chap. 81, laws 1923.
State funds for maintenance. - Sec. Aug. 17, 1917; Chap. 237, laws 1917.

COST ANALYSIS FOR CONSTRUCTION OF BITUMINOUS WEARING SURFACE

	Per Sq. Yd. of Surface	
Preparation of mountain base	[illegible]	.0645
Load, deposit, spread and roll aggregate	0.08	.5526
Hauling aggregate (aver. 1.5 miles)	0.10	.6533
Heating kettle, haul and apply oil	0.08	.7433
Shape earth shoulders	0.15	.0671
Traffic control	0.15	0.0960
Supervision and general overhead	0.20	
Contingencies and weather delays	0.06	.3173
Move, set up and dismantle plant	0.15	
Total	$0.85	$2.4943

OUTLINE SPECIFICATIONS FOR

BITUMINOUS MACADAM WEARING SURFACE
to be constructed on

MORROW COUNTY LINE-UMATILLA SECTION

FEDERAL AID PROJECT NO. 145-A

1. Type of bituminous macadam: Multiple lift.

2. Width: 20 feet with extra width as required on curves, at intersections, etc.

3. Thickness: 1½ inches, compacted.

4. Sizes of aggregates:

	Size of opening all will pass	Size of opening none will pass
Grade "C"	1½ inch, circular	3/4 inch, circular
Grade "B"	3/4 " "	1/2 " "
Grade "A"	1/2 " "	1/8 " square
Sand	1/8 " , square	

5. Sand: Sand may be either coarse sand or fine screenings from crushed rock.

6. Oil: No. 1 oil shall be an asphaltic road oil having an asphalt content of 50 to 60 per cent and having a viscosity of 40 to 80 seconds (Saybolt-Furol) at 122° F. No. 3 oil shall have an asphalt content of not less than 94 per cent and shall have a viscosity of not less than 225 seconds (Float Test) at 122° F.

7. Quantities of rock and oil per square yard:

	Rock (Cu.Yds.)	Sand (Cu.Yds.)	No. 3 Oil (Gals.)	No. 1 Oil (Gals.)
Preliminary light oil treatment	- -	- -	- -	0.35
Tack coat of heavy oil	- -	- -	0.15	- -
Main body of wearing surface				
1st course	.016 Grade "C"	- -	0.25	- -
2nd course	.016 Grade "C"	- -	0.25	- -
3rd course	.0125 Grade "B"	.003	- -	- -
Seal coat (two courses)	.02 Grade "A"	.003	0.45	- -
	.0645	.006	1.10	0.35

8. Construction procedure:

a. Broom existing surfacing and apply No. 1 oil at a rate of 0.35 gal. per square yard.

b. After the No. 1 oil has hardened and become dry, apply a tack coat of No. 3 oil, 0.15 gal. per square yard.

8. Construction procedure - Contd. - 2.

c. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

d. Apply No. 3 oil, 0.25 gal. per square yard.

e. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

f. Apply No. 3 oil, 0.25 gal. per square yard.

g. Spread grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly, adding Grade "A" rock to fill voids.

h. Spread coarse sand or fine screenings, .003 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.

i. Broom to remove dust and apply No. 3 oil, .25 gal. per square yard.

j. Spread grade "A" rock, .01 cu. yd. per sq. yd. Blade and roll thoroughly. Allow surface to stand under traffic for about two weeks.

k. Broom to remove dust and apply No. 3 oil, .20 gal. per sq. yd.

l. Spread grade "A" rock, .01 cu. yd. per sq. yd. Blade and roll.

m. Spread sand or fine screenings, .003 cu. yd. per sq. yd.

9. Each application to be made in two strips: In order that traffic may use the road during the period that construction operations are in progress, each application of oil and succeeding spread of rock shall be made in two strips, each strip covering one-half of the width of the roadway, traffic being allowed to use the half of the roadway that is not being worked on at the time. Both strips of each application of oil and succeeding spread of rock shall be completed, however, before the making of the next application of oil is commenced.

PR.145-A.

December 17, 1928

Mr. W. H. Lynch
District Engineer
Bureau of Public Roads
Post Office Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of December 14th in regard to the surfacing which we propose to construct on the Morrow County Line-Umatilla Section of the Old Oregon Trail, federal aid project No. 145-A.

Confirming the conversation which we had this morning with your Mr. Caufield, this will advise that it is our plan to follow the construction of the surfacing which is called for by the specifications which were recently sent to you, by the construction of a bituminous macadam wearing surface 1 3/4 inches in thickness. The crushed materials for this wearing surface are already stockpiled in the vicinity of the project and it is our plan to construct the wearing surface sometime early in the 1929 season.

It now appears likely that we will desire to obtain federal aid in connection with the construction of the bituminous macadam wearing surface as well as in that part of the work for which the plans have been submitted and it is our intention to submit plans for the bituminous macadam wearing surface within the next few weeks and to include an estimate of that part of the work in the estimate which we will submit as a basis for the project agreement.

We trust that the above described arrangements will meet with your approval.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP/MH

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

December 14, 1925.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We have just received the special provisions covering the regrading and surfacing of the Morrow County Line -- Umatilla Section of the Old Oregon Trail, F.A.P. No. 145-A.

With reference to the surfacing provisions, it is noted that pit-run gravel is proposed, without either crushing or screening; and by reading the specifications it would appear material up to 3-inches will be allowed. It is noted that salvaged materials are to be used as a binder in the base course of pit-run gravel as well as the top course, and that the thickness of the top course depends entirely upon how much salvaged materials may be available. We have no information as to the size of the material now on the road nor the approximate depth, so that it seems to be more or less of a case as to whether there will be enough material for the top surface without adding some of the uncrushed and unscreened pit-run gravel. This type of surfacing does not appear satisfactory, and we would be pleased to have more detailed information before giving our approval to this construction.

Very truly yours,

W. H. LYNCH
District Engineer.

12/13/28

PR 145-A

Umatilla County,
Old Oregon Trail,
Morrow County Line-Umatilla,
3.48 miles, Roadbed widening and surfacing.

Estimate of cost made by H. G. Smith, Division Engineer.
For the comparison of bids.

Clearing and Grubbing					100.00
Common Excavation	25000	cu.yds.	at	.30	$7,500.00
Intermediate Excavation	7000	" "	"	.45	3,150.00
Solid rock excavation	4000	" "	"	1.00	4,000.00
Overhaul	23000	yd.sta.	"	.04	920.00
Truck Haul	13000	½ yd.mi.	"	.17½	2,275.00
Class "C" concrete	14	cu.yds	"	30.00	420.00
12" concrete pipe	150	lin. ft.	"	2.00	300.00
24" rein. concrete pipe	10	" "	"	6.00	60.00
30" " " "	15	" "	"	7.00	105.00
Salvaging & Reinstalling pipe	108	" "	"	1.50	162.00
New gravel surfacing	5600	cu.yds.	"	1.00	5,600.00
Salvaging & Replacing surfacing	5900	" "	"	1.50	8,850.00
					$33,442.00
Plus 10% for engineering costs and contingencies					3,344.20
					$36,786.20
Budget $1500.00 for sprinkling					1,500.00
					$38,286.20

(Estimate based on 15% profit to contractor)

yd. mile @ 3.5 ¢ = $4550.

CONTRACT #1059,

PR 134-B Keyes Creek Summit-Fort Creek 1928-1931

1059

RECEIVED
AUG 1 '44
FOR FILING

FA 134-B

August 9, 1944

Oregon Federal Aid Project
No. 134-B, Cohoco Highway

Mr. W. H. Lynch
District Engineer
Public Roads Administration
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

We have received your letter of August 1, concerning repairs to F. A. P. 134-B, Keyes Creek Summit to Fort Creek Section, on Cohoco Highway.

We had two miles of this for re-oiling in the budget, but, on account of long oil haul and labor shortage, we hoped to put it off one year.

However, the heavy hauling has caused some damage, and we plan to put additional rock on the worst half-mile, and to re-oil three miles in September, if the weather permits.

Very truly yours,

R. H. Baldock
State Highway Engineer

[redacted]
EAG:ZH
cc: F. A. Collier
Wm. F. Chandler

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
August 7, 1944

NOTED

SUBJECT: Oregon Federal Aid Project
No. 134-B, Ochoco Highway

To:

Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

RECEIVED
AUG 9 1944
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Reference is made to your letter of August 3rd, regarding the condition of the Ochoco Highway between Mile Post 80 and Mile Post 84. I visited this section on Wednesday of last week, August 2nd, having made the trip particularly to look at this section. I went over it with Mr. Cooper and asked him to work up an extra gang order for putting additional rock on about one-half mile section and oiling as far east as Mile Post 83, that is, there would be approximately three miles of oiling, one-half mile would be extra surfacing and heavier oil course. I think if we keep both crews on until the oiling is finished we may be able to get this work done.

The one-half mile I speak of is in bad shape, badly rutted and is being bladed. The balance shows some breaks and much needed oiling. I will send you this order either tonight or tomorrow.

I find that Mile Post 79 to Mile Post 81 was in an extra gang order on which I find the following notation. This was after our general inspection of oils of last spring: "Note: Due to long oil haul and extreme labor shortage, we decided on your last trip to eliminate this work this year, but do a large amount of hand patching, with the hope of getting a larger oil project on next year."

Very truly yours,

W. E. CHANDLER
Division Engineer

WEC:me
cc Mr. R. H. Baldock

FORM S-30 REV. 10-40

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

134-B

Salem, Oregon
August 3, 1944

NOTED

SUBJECT: Oregon Federal Aid Project No. 134-B, Ochoco Highway

To: Mr. Wm. E. Chandler
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Mr. Lynch writes concerning maintenance of Oregon Federal Aid Project No. 134-B, on the Ochoco Highway.

The four miles from approximate M.P. 80.0 to 84.0 was reported in bad shape, with the north traffic lane having some deep wheel ruts, apparently caused by heavy lumber haul. They ask what plans we have for the repair of this section.

Please advise present condition and plans for repair, at your early convenience.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:IH
cc
cc: H. H. Baldock

August 1, 1944.

134-B

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Maintenance inspection of Oregon Federal Aid Project No. 134-B, Ochoco Highway, Keyes Creek Summit to Fort Creek Section was made July 25.

The report of inspection states that the west four miles of this eight-mile project is in bad shape and that the north traffic lane has some deep wheel ruts apparently the result of heavy lumber haul.

Not having been able to contact anyone in the field regarding this project, we are writing to inquire as to your plans for repair of this route. The balance of the Ochoco Highway between Mitchell and Ochoco Junction all seems to be in very good condition.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
AUG 2 1944
OREGON
STATE HIGHWAY COMMISSION

Original sent to Tom Walker

PR 134B

FORM 2-A-1 P-31562 6000 4-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

June 27, 1931.

IN REPLY PLEASE REFER TO FILE NO.

MEMORANDUM TO

Mr. Hollenberg:

During the year of 1930, a Federal Aid voucher was submitted for work on the Keyes Creek Summit-Fort Creek Section, Project No. 134-B. This voucher was for the amount of $8,033.24 and represented the final payment for the grading work on this project. However, subsequent to the submitting of this voucher, a contract was awarded for the surfacing of the section, and it being our desire to modify the original agreement instead of re-opening it, as the payment of this grading final would have required, we requested the Bureau to return the copies of the final voucher unpaid. The amount of this voucher is included in the payment made June 8th, 1931, for the amount of $17,921.27.

J. W. NASH

J 364

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore.F.A.P. 134-B

Post Office Building
Portland, Oregon.

Oct. 29, 1930.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer,

By
L. V. Canfield
Highway Engineer.

Encl.

P.S. There is also enclosed one approved copy each of the Special Provisions and the estimate upon which was based the modified project agreement.

Agr. 5631

Oregon Federal Aid Project No. 13⅓, Section B

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on February 15, 1929, by the State Highway Commission of Oregon, and on March 7, 1929, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 13⅓, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said Section B to provide for the construction of a bridge of more than 20 ft. clear span 0.007 of a mile in length, between Stations 578+06 and 578+44, and for minor revisions in alignment, thereby increasing the length of the project from 7.978 miles to 8.000 miles, and to provide for the construction of a crushed rock surfacing over the entire length thereof; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from $47,983.10 to $105,373.40, and the Federal funds approved and set aside to the credit of said Section B be increased from $29,833.55 to $65,573.86.

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of sixty-five thousand, five hundred seventy-three and 86/100 dollars ($65,573.86) as the share of the United States payable under said Act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Article II shall read:

"Article II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 396+30 at the east end of Section A of said project, in the N.W.¼ of Sec. 12, T.12 S., R.22 E., W.M., and survey station 517+80 near Fort Creek in the S.W.¼ of Sec. 15, T.12 S., R.24 E.,W.M., terminal points, a distance of 5.000 miles, known locally as The Keyes Creek Summit-Fort Creek Section of the Ochoco Highway, between Mitchell and Dayville, Wheeler County, being Section B of Oregon Federal Aid Project No. 134, consisting of 7.993 miles of roadway and one bridge of more than 20 ft. clear span .007 of a mile in length."

Paragraph (b) of Article III shall be and is hereby stricken out.

To Article III shall be added paragraph (c) to read:

"(c) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $104,300.90; Federal Aid $64,906.45; one bridge, approved estimate $1,072.50, Federal Aid $667.41."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of sixty-five thousand, five hundred seventy-three and 86/100 dollars ($65,573.86), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred five thousand, three hundred seventy-three and 40/100 dollars ($105,373.40), the approved total estimated cost of Section B of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

"The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the ninth day of September, 1930, and the Secretary of Agriculture on the 15th day of October, 1930.

STATE HIGHWAY COMMISSION OF OREGON

By H B Bowerman
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By T A Johnson
Member, State Highway Commission

For B C M Marvin
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 134, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 396+50 at the east end of Section A of said project, in the N.W.¼ of Sec. 12, T.12 S., R. 22 E., W.M., and survey station 517+80 near Fort Creek, in the S.W.¼ of Sec. 15, T.12 S., R.24 E., W.M.,

locally known as the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway, between Mitchell and Dayville, Wheeler County, and designated in the records of this Department as Section B of Project No. 134, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 105,373.40 in lieu of the $29,859.85 approved by Certificate of March 7, 1929 as the total estimated cost of Section B of said project, and the sum of $ 65,373.85/ as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed authorized Federal pro rata share the 1 percent of said total estimated cost.

Done at the city of Washington, this 15th day of October one thousand nine hundred and Thirty, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
Acting Secretary of Agriculture.

8—4630

OFFICE OF THE SECRETARY
UNITED STATES DEPARTMENT OF AGRICULTURE

SPECIAL PROVISIONS

Mitchell-Willow Creek, Surfacing

TIME AND PLACE OF RECEIVING BIDS

- Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A.M. (10:00 A.M.) on the twenty-sixth (26th) day of June, 1930.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the following work on the Mitchell-Willow Creek Section of the Ochoco Highway in Wheeler County:-

1. Construction of 18.0 miles of broken stone surfacing.

2. Furnishing of approximately 19,000 cubic yards of broken stone for later use by the State in connection with maintenance and betterment operations.

The west end of the project is at Station 1+00, which station is at the west end of the bridge over Bridge Creek in the town of Mitchell. The east end of the project is at Station 957+00, which station is approximately seventeen miles east of the town of Mitchell.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than October 15, 1931.

BROKEN STONE SURFACING

Kind and Quality of Materials:

The materials to be used in the construction of the broken stone surfacing shall be clean broken stone manufactured from hard, durable and otherwise suitable rock which, when subjected to the standard abrasion test shows an abrasive loss not exceeding four (4) per cent.

Rock meeting the above specificied requirements is available at the following locations:

EXAMINED AND RECOMMENDED
FOR APPROVAL J. T. H.
DATE R.O. AUG 27 1930

1.	75	feet	north	of	Station	121.
2.	25	"	"	"	"	157.
3.	200	"	south	"	"	267+50.
4.	25	"	"	"	"	626.
5.	25	"	"	"	"	829.
6.	25	"	"	"	"	898.

Rock of suitable hardness is also available about 400 feet north of Station 450, but on account of the presence of numerous seams of dirt, the acceptability of that rock for use in the manufacture of the broken stone which is to be furnished for maintenance and betterment purposes, is doubtful.

Acquisition of Property Rights:

The State will acquire and will make available to the contractor, without charge, the right to take rock for the work from whichever ones of the above described locations the con tractor may elect to use. The State will also qcquire and furnish to the contractor the right to use such property adjacent to those locations as is needed for sites for the crushing plants and bunkers and as is needed for hauling roads.

In case the contractor should elect to use some source or sources of material other than those described, the State will, if the rock is acceptable, acquire title to such source or sources, and will allow the contractor to use the rock therefrom, it being understood, however, that in that event the contractor will be required to reimburse the State for all expense incurred in excess of five hundred dollars per source so acquired.

Development of Sources of Materials:

The contractor shall bear all expense incidental to the opening, developing and operating of the sources of materials, including the removing of overburden, the separating and wasting of inferior rock, and the constructing and maintaining of hauling roads.

Sizes of Materials:

The broken stone to be used in the surfacing work shall be of four sizes: sub-base materials, base materials, top materials, and screenings.

All of each size of material shall pass a screen having openings of a certain size, and all of each size of material shall be retained upon a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of Openings In Screen Thru Which All Must Pass	Size of Openings In Screen Upon which All Must Be Retained
Sub-base Materials	3" circular	1 1/2" circular
Base Materials	2" "	1" "
Top Materials	1" "	1/2" Cir. or 1/4" Sq.
Screenings	1/2" "	(To Dust)

Each size of material shall be well graded between the specified maximum and minimum size limits. It shall be optional with the contractor whether the top materials are 1" to 1/2" materials, or 1" to 1/4" materials.

Cross-section and Number of Courses:

The cross-section to which the surfacing is to be constructed, the number of courses in which the surfacing materials are to be placed, and the cross-section of each of the courses shall, in general, be as indicated in the plans. These features shall, however, be subject to reasonable variation by the engineer to meet varying conditions encountered.

Quantities of Materials per Mile:

In computing his bid prices, the contractor shall assume that the surfacing materials are to be placed at the following rates per mile:

Portion of Proj.	Length in Miles	Number of Cubic Yards Per Mile: S.Base Matls	Base Matls	Top Matls	Screenings	Total
Sta. 1 to 379	7.06	1,325	850	325	250	2,750
Sta. 379 to 387	0.15	2,300	850	325	250	3,725
Sta. 387 to 396	0.17	1,975	850	325	250	3,400
Sta. 396 to 488	1.74	2,300	850	325	250	3,725
Sta. 488 to 504	0.30	1,975	850	325	250	3,400
Sta. 504 to 721	4.11	2,300	850	325	250	3,725
Sta. 721 to 732	0.21	1,325	850	325	250	2,750
Sta. 732 to 739	0.13	2,300	850	325	250	3,725
Sta. 739 to 745	0.11	1,325	850	325	250	2,750
Sta. 745 to 810	1.23	2,300	850	325	250	3,725
Sta. 810 to 823	0.25	1,975	850	325	250	3,400
Sta. 823 to 875	0.98	1,650	850	325	250	3,075
Sta. 875 to 887	0.23	1,975	850	325	250	3,400
Sta. 887 to 957	1.33	1,650	850	325	250	3,075

Two Types of Earth Shoulder Construction:

On certain portions of the project, the earth shoulders between which to construct the surfacing shall be formed by a trenching of the subgrade. On other portions of the project, the shoulders between which to construct the surfacing shall be formed by building up the edges of the roadbed with earth materials excavated from borrow pits and brought onto the roadbed for that particular purpose.

The portions of the project on which the shoulders are to be constructed of borrowed materials are those portions which, at the time this contract is entered into, carry temporary surfacings of talus materials. Those portions are as follows:

Stations	38 to 54	0.30 miles
"	59 to 100	0.78 "
"	157 to 217	1.14 "
"	239 to 243	0.08 "
"	250 to 280	0.57 "
"	290 to 379	1.69 "
"	396 to 553	2.98 "
"	565 to 732	3.16 "
	Total	10.70 "

The construction of those of the earth shoulders which are formed by a trenching of the subgrade shall be considered a part of the preparation of subgrade work, and payment for the same shall be understood to be included in the payment for the broken stone surfacing. The construction of those of the earth shoulders which are to be constructed of borrowed material shall be considered an operation separate from the preparation of subgrade, and shall be performed and paid for in the manner specified hereinafter under the head "Special Borrow."

Preparation of Subgrade:

Where the earth shoulders are to be constructed of borrowed materials, the preparation of the subgrade will consist of the performance of whatever blading, scarifying, rolling and other work may be necessary to bring the area between the earth shoulders to uniform crown and grade with a surface free from ruts, humps, depressions and other irregularities, and to thoroughly compact the same.

Where the earth shoulders are to be formed by a trenching of the subgrade, the subgrade shall, by means of blade graders and other suitable equipment, be shaped up and brought to uniform crown and grade with a surface free from ruts, humps, depressions and other irregularities. A trench in which to construct the surfacing shall then be constructed, which trench shall be of such form and depth that after the surfacing is completed and the earth shoulders leveled down, as hereinafter provided, the cross-section of the surfacing and the position of same with reference to the roadbed will be as indicated in the cross-section plan. The trench shall be excavated and trimmed to accurate line, grade and cross-section, after which the bottom of the trench shall be thoroughly compacted by rolling.

The subgrade shall be prepared only a short distance in advance of the placing of surfacing materials, and after it has once been prepared, it shall be maintained true to cross-section, grade and surface until covered. It must be in a condition satisfactory to the engineer at the time surfacing materials are placed upon it.

Outline of Construction Procedure:

On the subgrade prepared as above specified, sub-base materials for the first course of the sub-base shall be spread to the thickness required. Filler material shall then be spread over the sub-base materials in such quantities as may be required, and these materials shall be mixed with the sub-base materials by blading the materials back and forth across the roadway. After the filler is thoroughly and uniformly mixed with the sub-base materials the materials shall be spread over the subgrade, and after having been brought to a smooth and uniform surface, shall be thoroughly compacted by rolling.

If the sub-base is to be more than five inches in thickness, it shall be constructed in two courses of approximately equal thickness, the second course being constructed in exactly the same manner as is above specified for the construction of the first course.

After the sub-base has been completed, the construction of the base course shall be proceeded with as follows: Base materials shall be spread to the thickness required and brought to a smooth and uniform surface by blading and rolling, additional base materials being spread by hand as may be necessary to eliminate all inequalities and bring the course to a surface which, when tested with a ten-foot straight edge, will show no variations greater than one-quarter of an inch. When this condi-

tion has been obtained, screenings shall be spread over the surface in thin layers, each layer being worked down into the base course by rolling and brooming. While this operation is in progress, filler materials of the kind hereinafter described shall be added in such quantities as the engineer may order, and worked into the base course along with the screenings. The rolling and brooming and the application of screenings and filler materials shall be continued until the base course is completely filled, keyed and compacted. If, when the compacting of the base course is completed, there is an excess of screenings or filler on the top of the course, these excess materials shall be loosened, broomed into piles, hauled ahead and incorporated in the basecourse where needed.

The top course of the surfacing shall be constructed in the same manner as is above specified for the base course except that top course materials are to be used instead of base course materials and the filling will be done with filler materials alone,no screenings being used. The course shall be thoroughly compacted by rolling and when completed, it must have a surface which, when tested with a ten-foot straight edge, will show no variations greater than one-quarter inch.

Spreading of Materials:

To insure uniformity in the thickness of each course, the spreading of sub-base materials and base materials shall be done with an approved form of mechanical stone spreader mounted on its own wheels and designed to "strike-off" the rock as it is spread as well as to give accurate control of the rate at which the stone is deposited.

The spreading of top materials, screenings and filler shall be done through properly designed spreader boxes attached to the rear ends of the hauling trucks.

After having been spread from the stone spreader or from the spreader boxes, each spread of materials shall be further spread and smoothed up by means of long wheel base motor graders and wheeled drags.

Rolling and Brooming:

The rolling of the subgrade and of each of the courses of the surfacing shall be done with suitable three-wheeled ten-ton rollers. A single roller will not be expected to perform the rolling for more than fifteen (15) cubic yards of materials per hour, and additional rollers must be provided when materials are being placed at a greater rate.

The rolling shall in all cases begin at the sides of the roadway, overlapping the shoulders, and shall progress toward the center of the roadway, thoroughly covering the entire surface of the roadway with the rear wheels.

The brooming shall, in general, be done by means of suitable brooms attached to the rollers and blade graders. Hand brooming shall be resorted to, however, whenever necessary in order to obtain the best result.

Sprinkling:

Such sprinkling work as may be required will be done by state forces. Sprinkling will be done, however, only where water is conveniently available.

Trimming of Earth Shoulders:

After the top course of the surfacing has been placed and compacted, the earth shoulders shall be leveled down, and the entire roadbed surface shall be made to conform to the cross-section indicated in the cross-section plan. If there be any excess of excavated materials, or, if any rock fragments or stones project above the level of the shoulders, such excess materials and rock fragments and stones shall be picked up and disposed of to the satisfaction of the engineer. All earth, stones, rocks and other matter that may come into the cut ditches as a result of the contractor's operations, shall be removed from the ditches and disposed of in a satisfactory manner.

Intervals Between Different Operations:

The subgrade shall be prepared at least five hundred feet but not more than two thousand feet ahead of the placing of sub-base materials. Each course of the sub-base shall be completed over the entire length of the unit being surfaced from a given plant set-up before the placing of the materials for the course which is to come upon it is commenced. The base course shall be completed at least one t housand feet ahead of the placing of top course materials.

Responsibility for Maintenance:

The contractor will be required to blade and otherwise maintain the surfacing in good condition until such time as he can complete and turn over to the state the whole of the unit being surfaced from a given plant set-up. As soon as each unit being surfaced from a given plant set-up is completed in its entirety, its maintenance will be assumed by the State.

Measurement and Payment:

For the construction of the broken stone surfacing as hereinbefore specified, payment will be made at the prices bid for the following items:

1. Sub-base Materials in Surfacing.
2. Base Materials in Surfacing.
3. Top Materials in Surfacing.
4. Screenings in Surfacing.

The prices bid for those items shall be understood to include and cover the preparing of the subgrade, the furnishing, crushing, screening, loading, hauling, spreading and rolling of the broken stone, the trimming of the earth shoulders, and all other work and expense involved in the complete construction of the surfacing as hereinbefore specified, except the furnishing, loading and hauling of filler material, and the construction of those of the earth shoulders which are constructed of borrowed materials, which work shall be separately paid for as hereinafter specified. It shall be understood, however, that if, upon completion of the work, it is found that the amount of hauling necessarily performed in the delivery of the surfacing materials has been greater or less (in proportion to quantities of materials delivered) than would have been required had the distribution of the surfacing materials been exactly as specified, an adjustment because of this difference in haul will be made at a rate of sixteen cents ($.16) per yard mile, which adjustment shall be in favor of the contractor if the relative haul has been increased and against the contractor if the relative haul has been decreased.

In computing the number of yard miles of hauling actually performed and in computing the number of yard miles of hauling required under the specifications, for a comparison of the two as above provided, the haul distances to be used shall, in each case, be the distance to the nearest of the quarries used, the distance to be measured in half-mile units, fractional half-miles being allowed for as full half-miles.

The quantities of surfacing materials to be paid for shall be determined by measurement of the materials in the trucks at the point of loading. To facilitate the measurement of the materials in trucks, the contractor shall, by striking off or by other means, bring the materials in each load to a level surface with all corners completely filled.

MATERIALS FOR MAINTENANCE AND BETTERMENT PURPOSES

Work to be Done:

Under this specification the contractor shall furnish in stock pile approximately 19,000 cubic yards of broken stone for later use by the State in connection with maintenance and betterment operations.

Quality of Materials, Etcetera:

The broken stone to be furnished for maintenance and betterment purposes shall be broken stone of the same kind and quality as is hereinbefore specified for the broken stone to be furnished for the surfacing work. In this connection, however, attention is called to the fact that cleanness and accurate grading are of particular importance in connection with materials for maintenance and betterment purposes, and deviations from perfection in those matters which might be permissible in connection with materials for use in surfacing construction will not be permitted in connection with the materials to be delivered in stock piles. Unless all dirt, dust, clay and other objectional matter is completely removed by dry screening, the materials shall be made clean by washing.

-Acquisition and Development of Sources:

The sources of the rock from which the maintenance and betterment materials are to be manufactured shall be acquired and developed in accordance with the same provisions that apply to the acquiring and the developing of the sources of the rock from which the surfacing materials to be furnished are to be obtained.

Sizes of Materials:

The materials shall be of three sizes, which sizes will hereinafter be referred to as 1 1/2" to 1" Materials, 1" to 1/2" Materials, and 1/2" to 1/4" Materials.

All of each size of material shall pass a screen having openings of a certain size, and all of each size of material shall be retained on a screen having openings of a certain other size. The sizes of these screen openings shall be as follows:

	Size of Openings in Screen Thru Which All Must Pass	Size of Openings In Screen on Which All Must be Retained
1 1/2" to 1" Materials	1 1/2" circular	1" circular
1" to 1/2" "	1" "	1/2" "
1/2" to 1/4" "	1/2" "	1/4" square

Each size or grade of material shall be well graded between the specified maximum and minimum limits.

Place of Delivery:

The materials shall be delivered in stock piles, which stock piles shall be located upon such suitable sites alongside or near the section of highway which is involved in this project, as the engineer may select and designate.

In a general way, there shall be one stock pile site for each three miles of highway, the location of each site and the quantities of materials stock piled upon it to be such as will avoid any back hauling of the materials when they are eventually placed upon the road. Such an arrangement of stock pile sites can not be worked out, however, until the contractor's plan of operation is known, and even then, it is subject to variation on account of a lack of availability of suitable sites and on account of otherfactors.

In view of the circumstances and conditions mentioned in the above paragraph, the contractor will bid with the assumption that the stock piles are to be located as is indicated in the following provisions.

1. The quarries and other sources of materials used by the contractor will be considered "origins of haul."

2. The points on the highway which are exactly half way between adjacent origins of haul (distances to be measured on the hauling roads), will be considered "haul divides."

3. Using the haul divides as dividing points, the project will be divided into units, each of which will be considered at "stock-piling unit."

4. At that point on each stock piling unit which is nearest the origin of haul for that unit, there will be stock-piled the quantities of materials which (in accordance with a schedule which follows) are required to maintain such portion of the stock piling unit as is witnin three miles (in both directions) of that point.

5. On each stock-piling unit which extends more than three miles beyond the point which is nearest its origin of haul, there will be stock-piled at every three mile point on the unit (the three mile points being measured from the point which is nearest the origin of haul), the quantities of materials required to maintain the portion of the unit which is within the three miles beyond that point.

If, upon completion of the delivery of the stock pile materials, it is found that the amount of hauling necessarily performed in the delivery of these materials has been greater or less (in proportion to quantities of materials delivered) than would have been required had the stock pile locations and relative distribution of materials been the same as above specified, an adjustment because of this difference in haul will be made at the rate of sixteen cents ($0.16) per yard mile, which adjustment shall be in favor of the contractor if the relative haul has been increased, and against the contractor if the relative haul has been decreased.

In computing the number of yard miles of hauling actually performed and in computing the number of yard miles of hauling required under the specifications, for a comparison of the two as above provided, the haul distances to be used shall be the haul distances measured to the nearest hundredth of a mile; provided, however, that in cases where the haul distance is less than one-half of a mile, one-half of a mile will be allowed for.

The haul distance to any given stock pile site shall be measured from whichever one of the origins of haul is the nearest to that particular site, whether the materials were or were not actually hauled from that origin.

The volumes to be used in computing the amounts of hauling shall be the quantities as determined by measurement of the materials in the completed stock piles, no allowance being made for settlement or shrinkage.

Quantities of Materials Per Mile:

As a basis for computing the amount of hauling to be figured into the bid prices, the quantities of the various sizes of materials required per mile of highway shall be assumed to be as follows:

1 1/2" to 1" Materials	400 cu.yds per mile
1" to 1/2" Materials	300 cu.yds per mile
1/2" to 1/4" Materials	350 cu.yds per mile

Preparation of Stock Pile Sites:

The sites for the stock piles shall be cleared and otherwise prepared in accordance with the instructions of the engineer. The work involved in the preparing of the sites will be considered "extra work" and will be paid for accordingly.

Height and Form of Piles:

The piles shall be not less than ten (10) feet in height, with side slopes not flatter than one and one-half to one. They shall be neat and regular in form, and they shall occupy as small areas as practicable.

Measurement and Payment:

For the furnishing, hauling and stock piling of broken stone in accordance with the foregoing specifications, payment will be made at the prices bid per cubic yard for the following items:

1 1/2" to 1" Materials in Stock Pile
1" to 1/2" Materials in Stock Pile
1/2" to 1/4" Materials in Stock Pile

The quantities of materials to be paid for shall be determined by measurement of the materials in the completed stock piles, no allowance being made for shrinkage or settlement.

In case the amount of hauling necessarily performed in the delivery of the materials is greater or less (in proportion to quantities of materials delivered) than would have been required had the stock pile locations and relative distribution of materials been as specified, an adjustment because of the difference in haul will be made as hereinbefore specified.

F I L L E R

Standard Specification to Apply:

Filler shall be furnished and placed in accordance with the standard specification for "Earth Filler" as the same is given on page 31 of the standard specification form, except as that standard specification is hereinafter supplemented and qualified.

Kind and Source of Materials:

The materials that the contractor will be required to load, haul and incorporate in the surfacing under the item "filler"shall be the stone chips, stone dust, screen rejections and other material produced as a by-product of the quarrying, crushing and screening operations, and/or sand, sand loam or other suitable material from such sources as the engineer may select and designate.

Limitation on Quantities:

The quantity of filler material to be used in the construction of the surfacing shall not exceed fifteen (15) per cent of the quantity of broken stone with which it is incorporated.

Payment:

Payment for the furnishing and placing of the filler materials will be made at the price bid per cubic yard for "Filler" whether the same be earth filler, stone chips, stone dust, screen rejections or other material.

Payment for the hauling of the filler will be made at the price bid per yard mile for "Filler Haul."

The basis of measurement shall be as stated in the standard specification for earth filler.

SPECIAL BORROW

Work to be Done:

Under the item "special borrow", the contractor shall excavate, load, haul and place such talus or earth material as may be ordered by the engineer to be used in building up eroded or settled embankments, in smoothing up rock subgrade and in constructing earth shoulders between which to construct the broken stone surfacing.

Materials:

The materials to be excavated, loaded, hauled and placed shall be suitable talus material or suitable earth material obtained from such locations as the engineer may select and designate, it being understood that a sufficient number of locations will be selected and designated to hold the average haul distance below one-half mile.

Placing:

The materials shall be placed in accordance with the instructions of the engineer and shall be spread to such width and thickness as he may order.

Measurement and Payment:

For the excavating, loading, hauling and placing of talus and earth materials as above specified, payment will be made at the price bid per cubic yard for "Special Borrow." It is understood, however, that if any of the materials are required to be hauled more than one mile, payment for such part of the haul as is in excess of one mile will be paid for at a price of twenty cents ($0.20) per yard mile, the haul distancesto be measured in half-mile units and fractional half-miles allowed for as full half-miles.

The quantities to be paid for shall be determined by measurement of the materials in the trucks at the points of loading. To facilitate the measurement of the materials, each truck load shall be brought to a level surface by overloading and striking off or by some other satisfactory means.

MISCELLANEOUS

Order of Performance of Work:

The contractor will be required to make his first plant set-up at the most westerly of the quarries which he elects to use, and to surface first the portion of the project which is between Mitchell and the grade summit about eight miles east of Mitchell.

The sizes of the materials to be furnished under the contract are such that the contractor will find it convenient to produce at least part of the materials for maintenance and betterment purposes at the same time he is producing materials for the sub-base courses of the surfacing. Such procedure will be acceptable to the State.

No Hauling During Wet Weather:

No hauling of either surfacing materials or maintenance and betterment materials shall be done during wet weather or at other times when the subgrade or the surfacing over which the hauling is to be done is in such condition that it will not sustain the hauling without damage. This provision must be taken into

consideration by the contractor in the planning of his operations and shutdowns on account of unfavorable weather conditions must be ancitipated. Enforcement of the provision will not relieve the contractor of his obligation to execute the work in accordance with the schedule of performance hereinbefore specified.

Shaker or Vibratory Screens Required:

The screens used in connection with the production of the broken stone to be furnished under this contract shall be of the shaker or vibratory type, and they shall be of suchcapacity and shall be so operated that a complete separation of the specified sizes of broken stone is obtained at all times. The use of revolving screens will not be permitted.

Disposition of Rejections:

In accord with the provisions which appear on page 15 of the standard specification form under the head "Waste Materials and By-Products to be Property of State," all waste materials and by-products of the quarrying, crushing and screening operations, including the one-quarter inch materials screened from the maintenance and betterment materials, shall beccme the property of the State, payment therefor being understood to be included in the payment for the surfacing and for the maintenance materials hereinbefore specified.

If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be used as filler material in the surfacing, they shall be so used, and for the loading, hauling and placing of the materials, so used, the contractor will receive payment in the same manner and at the sane prices as he receives payment for any other materials furnished under the item "Filler." If any of the materials referred to in the foregoing paragraph are ordered by the engineer to be hauled and stock piled, they shall be so hauled and stock piled, and for the loading hauling and stock piling, the contractor will receive payment at a price of twenty-five cents ($0.25) per cubic yard, the materials to be measured in the completed stock piles, it being understood that if the materials are hauled more than one-half mile, payment will be made for the part of the haul that is in excess of one-half mile at a price of sixteen cents ($0.16) per yard mile, the pay haul distances to be measured to the nearest hundredth of a mile.

Blading and Rolling Equipment:

The blading and rolling equipment furnished and used by the contractor shall include in addition to whatever other equipment may be needed, the following pieces:

One heavy tractor-drawn blade grader with an eight-foot blade and with a suitable scarifier attachment.

Two self-propelled power graders with eight-foot blades.

One heavy wheeled-type road drag.

One ten-ton three-wheeled roller for each fifteen cubic yards of surfacing materials to be placed per hour.

One approved stone spreader.

Tractors and other power units in sufficient number and of sufficient power to adequately manipulate the other equipment.

Each piece of equipment shall be in good condition when brought onto the job and shall be maintained in good working order throughout the progress of the work.

ADDITIONAL SPECIAL PROVISIONS

Surety is Liable for Claims Due Industrial Accident Commission:

Section 2991, Oregon Laws, and Section 6718, Oregon Laws as amended by Chapter 24, Laws of 1923, were amended by Chapters 136 and 137, Laws of 1929, by which later amendments claims due the State Industrial Accident Commission are protected by the bond given in connection with a contract for public improvements. Therefore, said Chapters 136 and 137, General Laws of Oregon, 1929, are by this reference thereto made parts of this agreement and of the accompanying bond, to the same extent and for the same purpose as though the conditions and requirements specified in said statutes were written herein, and the conditions and obligations provided for in said statutes shall be deemed to be a part of the conditions and obligations of said bond, and the principal and the surety on said bond hereby agree to promptly pay, as due, the claims of the Industrial Accident Commission as well as claims for material and labor.

ADDITIONAL INSTRUCTIONS TO BIDDERS

Revised Specifications and Contract Agreement Form:

The work to be done is to be done in accordance with the provisions, terms, specifications and requirements set out in the "Standard Specification and Contract Agreement Form" issued by the State Highway Commission under date of January 1, 1929. The bidder is expected to secure for himself a copy of this form and to familiarize himself fully with all of the provisions thereof.

Revised Proposal Form:

The bidder's attention is called to the fact that the proposal form contains some instructions and provisions that did not appear in the proposal form which was in use during the year 1928. All instructions and provisions contained in the proposal form should, therefore, be read carefully.

Bidder's Bonds:

Attention is called to that clause on page 4 of the proposal form which provides that if bidder's bonds are given as proposal guaranty, the same must be executed on the State Highway Commission's standard proposal bond form. The agent of the surety company furnishing the bond should be advised of the requirements stated in that clause, as failure of compliance therewith will result in the rejection of the bid.

TATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

461, Oregon 134-B

August 27, 1930

Capt. F. St. J. Wilson,
Chief Engineer,
Bureau of Public Roads,
Washington, D.C.

Dear Sir:

Herewith are Memorandum for the Chief of Bureau and supporting papers, on the basis of which a modification of the project agreement has been prepared for Oregon 134, Section B. We are also enclosing one copy each of revised plan sheets 6, 7, and 8, to be substituted in the advance plans previously sent you.

As noted in Mr. Lynch's letter of August 9, and Mr. Davis' wire of August 27, copies enclosed, the 19-foot span formerly provided at Station 518 was moved to Station 487, and a 38-foot span provided at the former station. This revision provides additional quantities for the latter, and provides also for the construction of crushed rock surfacing.

Yours very truly,

L. I. HEWES, Deputy Chief Engineer,

By D T Matteson
Senior Highway Engineer

Enc.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

F.A. 134B

June 30, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Ore.F.A.P. 134-B, Mitchell-Willow Creek Surfacing

Dear Sir:

The plans, specifications and estimate for the above project, included in the June 26th, were forwarded on June 25th. Award on this project may be made as of the date of the letting.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer.

RECEIVED
JUL 1 1930
OREGON
STATE HIGHWAY COMMISSION

Jno

PF 134B B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

October 18, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to the voucher for Oregon F.A.P. No. 134-B, Unit 1, in the amount of $1,671.64, covering the period from July 11, 1929, to Sept. 10, 1929.

Field estimate No. 8 shows 6,446.1 pounds Metal Reinforcement, whereas on page 2 of the voucher the quantity for this item is shown as 6,461.1, but is extended as for 6,446.1. We have, therefore, corrected the quantity on the voucher to agree with that on the estimate, there being no change in the amount due under the voucher.

Very truly yours,

W. H. LYNCH
District Engineer

Log

Form 30—D-12307—4M—4-29.

PR 134B

NOTED

State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct-12-, 1929

Job name Herz Cr-Sum Fort Cr
Temporary Surfacing

Week from 7 to 12

Highway Oahoco

Mail address Mitchell

County Wheeler Job prefix 35PG

Telegraph or telephone address "

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

We are making good progress on this section. Loosing from talus slide at sta 228.

Will finish job on Wednesday Oct 16th.

Mr Walker Division Engineer here on Wednesday Oct 9th.

RECEIVED
OCT 17 1929
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed J. E. Peck

Title Res Engr

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

Temporary

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 6.0

Miles completed 5.0

Miles partially done 0

Total cubic yards in project 7000

Cubic yards produced to date 4000

Average daily yardage produced this week 110

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... 8 *men,*

..... 1 ..... *teams,* ..... 5 ..... *trucks*

Project will be completed about ..... Oct. 16 - 1929

Number of men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1059
3556

PR 1343

August 19, 1929.

M. S. & C. L. Nelson,
Fossil, Oregon.

Gentlemen:

We have your letter of the 16th inst., advising us of your claim against McHatt Brothers for the furnishing of lumber to them in the sum of $685.45 to be used in the construction of bridges in connection with their contract for the grading of the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway in Wheeler County.

This contract was awarded to Earl L. McHatt, whose address is 351½ East Broadway, Eugene, Oregon. Mr. McHatt has done considerable work for this department, and we have always found him to be a man who pays his bills, and we hardly believe that he is deliberately trying to avoid payment to you in the present instance. However, if you are not able to secure satisfaction from him direct, it might be well for you to file notice of your claim with the surety on the bond furnished by him in connection with this work. This bond is in a sum in excess of $45,000, and was furnished for the protection of labor and materials claims, and payment of all just debts, dues and demands incurred by the contractors. It was written by the Aetna Casualty and Surety Company, for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland. Should you secure no satisfaction by taking the matter up with the bonding company, you still have recourse to action in the counts, and should file notice of your claim with the Secretary of State, in connection with Section 2991 of the Oregon Laws, mimeographed copy of which is enclosed herewith for your further information.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:AP
Encl.

August 19, 1920.

Mr. Earl L. McNutt,
351½ E. Broadway,
Eugene, Oregon.

Dear Sirt

This letter is to inform you that we have today received notice from E. S. & C. L. Nelson of Fossil, Oregon, to the effect that you are indebted to them in the sum of $365.45 for lumber furnished you in connection with your contract for the grading of the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway.

Will you please give this matter your early attention?

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:AP

N. S. & C. L. NELSON

MANUFACTURERS AND DEALERS IN
ALL KINDS OF ROUGH AND DRESSED LUMBER
"ONE BOARD OR A CAR LOAD"
FOSSIL, OREGON

8-16-29

State Highway Comm.
Salem Ore:

Gentlemen:

During the Month of June we delivered lumber to Mitchell. Ore: for the McNutt Bros. for bridge building on the highway:
Just before the end of the Month we sent them an itemized bill for $685.43: After waiting 30 days we wrote them again concerning the Matter. but rec'd No reply:
They have finished their Contract and left the County. leaving the bill unpaid:
Can you give us any information that will help us to get the Matter settled with out going to law. if so we will appretiate it Very Much:
asking for an early reply. We are,

Yours Truly

N.S. & C.L. Nelson
by C L Nelson

ANSWERED

August 19, 1929.

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we have today received information from N. S. & C. L. Nelson, Fossil, Oregon, to the effect that there is owing to them from Earl L. McNutt $685.45 for lumber furnished Mr. McNutt in connection with his contract for the grading of the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway.

This information is given you as you appear as surety on the bond furnished by Mr. McNutt in this instance.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:AP

STENCIL NO. 125

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

District No. 1,

Post Office Building,
Portland, Oregon,

In reply please
refer to File No. Ore. 134-B

April 22, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are enclosing herewith one set of approved specifications for Oregon Federal Aid Project No. 134-B.

Under separate cover approved plans are also being sent to you.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

3-7-27

(Eng. 134B)

SPECIAL PROVISIONS

Keyes Creek Summit-Fort Creek, Grading

TIME AND PLACE OF RECEIVING BIDS

Bids for the work described below will be received by the State Highway Commission of the State of Oregon at the Multnomah County Courthouse, Portland, Oregon, at ten o'clock A. M. (10:00 A. M.) on the nineteenth (19th) day of December, 1928.

DESCRIPTION OF WORK

The work for which bids are to be received, and the work to be done under the contract, if awarded, consists of the construction of 8.02 miles of highway roadbed on the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway in Wheeler County.

The west end of the project is at Station 392+70, which station is about 1,000 feet east of the top of the Keyes Creek grade and about 7.5 miles east of the town of Mitchell. The east end of the project is at Station 817+80, which station is on the south side of Mountain Creek at a point about 0.2 miles west of the junction of Fort Creek with Mountain Creek.

DATE OF COMPLETION

The work to be done under the contract shall be completed not later than August 31, 1929.

CLEARING AND GRUBBING

The area to be cleared and the area within which all specified grubbing work is to be performed for the lump sum price bid for "Clearing and Grubbing", is eighty (80) feet in width, being forty (40) feet on each side of the roadbed centerline.

MEASUREMENT OF EXCAVATION

The quantities of excavation to be paid for shall in every case be determined by measurement of the excavations, and in no case shall quantities of excavation be determined by measurement of embankments or by measurement of the materials in vehicles.

CHANNEL CHANGES

The work to be done under this contract includes the making of channel changes and the blocking of abandoned stream channels wherever work of this kind is indicated on the plans;

APPROVED: R. J. Wilson
ACTING CHIEF, BUREAU OF PUBLIC ROADS
3-7-29

and, except as otherwise ordered by the engineer, all materials excavated in connection with the channel change work shall be used in the construction of the highway roadbed embankments.

Payment for such excavation work and hauling of materials as is involved in the channel changing and channel blocking work will be made on the same basis and at the same unit prices as apply to the excavating and hauling involved in the roadbed construction work, and no additional allowance will be made by reason of the work being of a more difficult nature.

PROVISION FOR TRAFFIC

Wherever the new construction conflicts with or intersects a travelled road, whether the same be a public road or a private road, the contractor shall provide whatever detours, approaches and run-offs ... may be necessary to satisfactorily accommodate the traffic using the road, and he shall at all times conduct his operations in a manner which will cause a minimum of inconvenience to the travelling public.

GASOLINE TAX REFUND

It is understood that the prices bid by the contractor for the work to be done under this contract include the state tax on all gasoline, distillate and other motor fuels used in the performance of the work (including that used in shovels, pumps, compressors, and other equipment and machinery as well as that used in trucks,) and it is agreed that if any refund of said state tax is received by the contractor or by his subcontractors or employes, the amount thereof shall either operate as a credit to the state on amounts due to the contractor under this contract, or shall be paid to the state by the contractor, in cash.

SURETY BOND

The surety bond furnished by the contractor must be the bond of an incorporated surety company licensed to transact business in the State of Oregon, and it must otherwise be satisfactory to the State Highway Commission. Personal surety will not be accepted.

The amount of the surety bond shall be as indicated in the following table:

Amount of Contract	Amount of Bond
Less than $50,000.00	100% of amount of contract
$50,000 to $100,000.00	$50,000.00
More than $100,000.00	50% of amount of contract

PROPOSAL GUARANTY

Bid bonds will be accepted as proposal guaranties in connection with this project only when they are executed upon the State Highway Commission's standard proposal bond form for state projects, copy of which bond form is attached between pages 12 and 13 of the proposal form. Oregon and Washington agents of nearly all incorporated surety companies are supplied with copies of this standard form, and their copies may be used when circumstances make it inconvenient to secure an execution of the bond on the copy which accompanies the proposal form. If desired, the bond form which accompanies the proposal form may be detached for separate execution.

PRIVILEGE OF BIDDING ON SEVERAL PROJECTS

WITH LIMITATION ON AWARDS

A bidder who desires to bid on more than one project at a single letting, but who desires to protect himself against receiving the award of more projects than he is equipped to handle, may bid on any number of projects, securing the protection desired by writing in on page 8 of the proposal form for each project bid on, a statement limiting either by number of projects or by total of contract amounts, the volume of work that may be awarded to him. The statement shall be written into the proposal form for each and every project bid on, and in each case the wording shall be the same.

If the volume of work is to be limited by the number of projects, the wording of the statement must be as follows:

"This bid is conditioned upon my (or our) not being awarded contracts for more than _ _ _ _ of the projects on which I (or we) have bid at this letting."

If the volume of work is to be limited by the total of the contract amounts, the wording of the statement must be as follows:

"This bid is conditioned upon my (or our) not being awarded contracts at this letting for an aggregate total amount in excess of _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ Dollars ($_ _ _ _ _ _ _ _ _)."

The bidder shall make no qualification of his bids which will reserve to himself the right to choose from among two or more projects the project or projects for which he will accept contract awards. Any selection of projects that may need to be made shall be made by the State Highway Commission.

ANNULMENT OF CONTRACT

The "Annulment of Contract" clause given on pages 10 and 11 of the contract agreement form shall, in this contract, be inoperative, and it shall be superseded by the following provisions:

If the contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditor; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances or instructions of the engineer; or otherwise be guilty of a substantial violation of any provision of the contract, then the State Highway Commission, upon the certificate of the engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the contractor seven days' written notice, terminate the employment of the contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor shall pay the difference to the State Highway Commission. The expense incurred by the State Highway Commission as herein provided, and the damage incurred through the contractor's default, shall be certified by the engineer.

RIGHT OF COMMISSION TO DO WORK

If the contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the State Highway Commission, after three days' written notice to the contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor.

SPECIAL PROVISIONS

LAWS GOVERNING CLEARING OPERATIONS

The attention of the contractor is called to the provisions of Section 22 of Chapter 281 of the General Laws of Oregon, 1925, as amended by Section 9 of Chapter 388, Laws of 1927, which section reads as follows:

"Sec. 22. Clearing Rights of Way; Filing of Description; Permit Necessary Therefor; Forester Authorized to Prescribe Conditions and Manner of Clearing; Penalty. Every one shall, before clearing any right of way for any highway or railroad, or any power, commercial telegraph or telephone line, or for any transmission or transportation utility right of way on any forest land within this state, whether upon his, their or its own land or that of another, where the clearing of such right of way would constitute a fire hazard, file with the forester [F. A. Elliott, Salem, Oregon] a general description of the right of way to be cleared and the forester shall issue a written permit for such clearing, which permit shall set forth the precautionary conditions and manner under which such clearing shall be done; provided, that the above requirements shall not apply to railroad spurs not exceeding one-half mile in length nor to temporary minor wagon roads to be used for transporting forest material; but it shall be unlawful at any time for any one engaged in clearing any right of way or any forest land to place on adjoining land or property any forest material or debris resulting from such clearing without the permission of the owner of such adjoining land. Refusal or neglect to comply with the provisions of this section or with the terms of such permit shall be deemed a misdemeanor and, upon conviction thereof, the offender shall be punished by a fine of not less than twenty-five dollars ($25) nor more than two hundred and fifty dollars ($250) for each offense.

The contractor agrees that in the performance of the work to be done under this contract, he will comply fully with the provisions of said Section 22, as well as with the provisions of all other laws and governmental requirements.

November, 1927.

PR #134-B

April 18, 1928.

Mr. Oliver G. Crowther
District Attorney.
Prineil, Oregon.

Dear Sir:

We must apologize for not having replied to your letter of April 4, sooner, but our spring rush of work has made it impossible to keep up with everything.

I have discussed with the Clerk of the State Land the matter of supplying the Board with descriptions of the highway rights of way for those portions of the Ochoco Highway which are across property against which the Land Board holds mortgages. He states that the Board would prefer to have these descriptions submitted by the Mortgagors along with their applications for the partial satisfactions.

We assume that either our Division Engineer, Mr. Wanser or our Resident Engineer, Mr. Peek, has provided you with descriptions for each of the properties involved, and we therefore trust that this arrangement for the submission of the descriptions along with the applications will meet with your approval.

In case you do not have the necessary descriptions we will request our resident engineer, Mr. J. E. Peek at Mitchell to provide you with them; or as a means of saving time, you might apply to Mr. Peek directly. We do not have copies of the descriptions in this office.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. H. Probert
Office Engineer

SHP:AP
CC Mr. J. E. Peek, Mitchell
Mr. C. H. Wanser, Bend.

OLIVER C. CROWTHER
DISTRICT ATTORNEY
WHEELER COUNTY

FOSSIL, OREGON
April 4, 1929

State Highway Department
Salem, Oregon.

Gentlemen,

The State Land Board holds mortgages upon a great deal of the property thru which the Ochoco Highway passes in this County. In obtaining right of ways Wheeler County is requiring the property owners to give clear title before paying for them, making it necessary to obtain partial satisfactions of these mortgages. It will expedite matters greatly if you will furnish the State Land Board with copies of the right of way descriptions of the present eight mile section and each section as it is contracted.

The County Court, property owners and I will appreciate the favor very much if you will grant it.

Very truly yours

Oliver C. Crowther

REFERRED TO
S H P
By State Highway Engineer

RECEIVED
APR 8 1929
OREGON
STATE HIGHWAY COMMISSION

H. H Hendricks
Asst. Sec. Land Bd.

FORM S-C-1 C-10659 1000 11-28

Commissioners
H. B. VAN DUZER, Portland, Chairman
C. E. BATES, Medford
ROBERT W. SAWYER, Bend

ROY A. KLEIN
State Highway Engineer
and Secretary
Salem

A/059

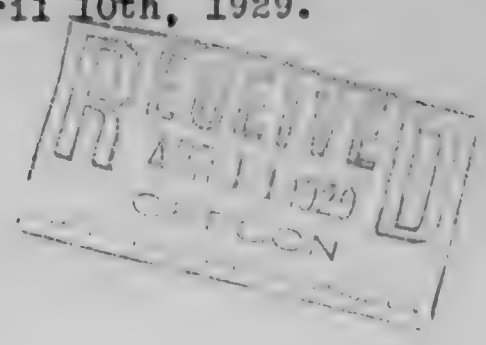
PR134B

OREGON STATE HIGHWAY COMMISSION

Office of C. W. WANZER, Division Engineer

BEND, OREGON

April 10th, 1929.



Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

After the last Commission meeting at which you and the Bureau of Public Roads agreed to the line change I submitted to you on the Keyes Creek Summit-Fort Creek Section, I phoned to Mr. Peck that you had approved the same (as the contractor was going to move his drag line the next day to that section that was to be revised) and at the same time that I wanted a letter from the contractor that the change or revision was agreeable to him and that no claim would be put in by him for damages.of any sort due to the line change and the enclosed letter I have just received from Mr. Peck.

If the same is not satisfactory kindly dictate or outline what you think it should cover and I will try and have the contractor sign the same.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW:I

Mitchell, Oregon.

April 3, 1929.

Oregon State Highway Commission,
Attention Mr. Wanser, Div. Engineer,
Bend, Oregon.

We the Contractors on the Keys Creek Summit-Fort Creek Section of the Ochoco Highway accept the R Line revision as surveyed from sta. 509+07.6 to sta 562+64.8 and will not expect additional compensation because of decreased yardage.

Earl L. McNutt

By Jack McNutt

PR-134-B

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 134-B

Post Office Building
Portland, Oregon.

March 22, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

A 4pr 5031

Form P. R. 2

State Oregon

Project No. 134, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this Fifteenth day of February, 1929

by and between the State Highway Commission of Oregon

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 21st day of June, 1927, a project statement, which was approved by the Secretary on the 30th day of July, 1927, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 15th day of December 1928, and approved by the Secretary on the 7th day of March, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of twenty-nine thousand, eight hundred fifty-nine and 88/100

Section B of

dollars ($29,859.88) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the [illegible] set forth in the estimate as approved by the Secretary, except that where the total actual co[illegible] than the estimate so approved the total Federal payments shall not exceed [illegible] of such total actual cost.

(b) The Highway Department hereby agrees that, within a rea[illegible]

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chapter 174, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count[illegible] of [illegible]

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by [illegible]

(State how placed under direct control of Highway Department)

*(c) [illegible]

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road, as described in detail in said surveys, plans, and specifications:

Between survey station 396+50 at the east end of Section A of said project in the N.W. ¼ of Sec. 12, T.12 S., R.22 E., W.M., and survey station 817+80 near Fort Creek in the S.W.¼ of Sec.18, T.12 S., R.24 E., W.M.,

terminal points, a distance of 7.938 miles, known locally as the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway between Mitchell and Dayville, Wheeler County, being Section B of Oregon Federal Aid Project No. 134.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of twenty-nine thousand, eight hundred fifty-nine and 08/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-seven thousand, nine hundred eighty-three and 10/100 dollars, the approved total estimated cost of Section B of said project.

8—5518

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ----------

STRICKEN OUT

---------- (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the ---------- (State or county) of ---------- (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ----------

the State Treasurer

---------- (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** (State or county) of **Oregon** (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917, Chap. 237, Laws of 1917.**

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

.....

*(*b*) By the .....,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .....
(Include reference to statute authorizing

.....
funds and probable amount annually available)

.....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to-wit: .....

.....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 7th day of March, 1929.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By .....
Chairman, State Highway Commission
(Title of officer)

By .....
Member, State Highway Commission
(Title of officer)

[SEAL] By .....
Member, State Highway Commission
(Title of officer)

By .....
(Title of officer)

By .....
(Title of officer)

[SEAL] .....
Acting Secretary of Agriculture.

8—6518

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a rural post road between survey station 396+50 at the east end of Section A of said project in the N.W.¼ of Sec. 12, T.12 S., R.22 E., W.M., and survey station 817+80 near Fort Creek in the S.W. ¼ of Sec. 18, T.12 S., R.24 E., W.M., locally known as the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway between Mitchell and Dayville, Wheeler County, and designated in the records of this Department as Project No. 134, State of Oregon Section B of

SECOND. That in accordance with said provisions I have approved the sum of $47,983.10 as the total estimated cost of Section B of said project, and the sum of $ 29,989.88 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of March one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. N. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4829

PR 134-B

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon F.A.P. 134-B

Post Office Building
Portland, Oreg.

February 9, 1929

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference is made to Oregon Federal Aid Project No. 134, Section B, the Keys Creek Summit-Fort Creek Section of the Ochoco Highway.

In figuring the length of this project the fractional miles at each end of the project were carried out to three decimals and this length gave 7.978 miles. By using the entire stationing on the project it is found the correct mileage is 7.979 miles.

We have corrected our papers to show 7.979 miles as the length and would suggest that your records be changed so as to show the corrected mileage.

Very truly yours,

W. H. Lynch
District Engineer

Form No. 39—12292—6M—8-28

PR 134 B

STATE OF OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Feb. 2, 1929

Job Name Key Hill-Fort Cr

Week from Jan 25 to Feb 2

Mail Address Mitchell

Highway Ochoco

Telegraph or Telephone Address "

County Wheeler Job Prefix 35PG

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor on this section has dragline outfit and a small team outfit on the job and is ready to start as soon as the weather softens up. I understand that he has sublet a big per cent of the work

NOTED
C. W. WANZER

(See back of this sheet for instructions and detailed information.)

Signed J. E. Peak

Title Res. Engr.

PR-124-B

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned 1.0

Miles cross-sections completed and checked 1.0

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

FIRM NO 88874 IN 8-27

PR-134-B

Jan. 25, 1929.

U. S. Bureau of Public Roads,
Box 2900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate on basis for project agreement covering the Keyes Creek Summit-Fort Crook Section, Project No. 134-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dictated by
J. W. Hank.

encl.

Oregon State Highway Department — Project No. 134-B

KEYES CREEK SUMMIT - PORT CREEK SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate as basis for project agreement. Based on contract prices)

Salem, Oregon, Jan. 22, 1929.

All required	Clearing and Grubbing	..	$ 500.00
71,000 cu.yds.	Common Excavation	.24	17,040.00
3,700 " "	Intermediate Excavation	.70	2,590.00
15,300 " "	Solid Rock Excavation	1.00	15,300.00
19,000 yd. sta.	Overhaul	.04	760.00
78 cu.yds.	Class "A" Concrete	30.00	2,340.00
7,200 lbs.	Metal Reinforcement	.06	432.00
170 cu.yds.	Rip rap	2.00	340.00
8 M-FBM	Lumber and Timber	60.00	480.00
210 lin. ft.	Timber Piling	1.50	315.00
1,230 lin. ft.	12" Corr. Galv. Iron Pipe	1.30	1,599.00
290 " "	18" " " " "	2.50	725.00
220 " "	24" " " " "	3.00	660.00
90 " "	36" " " " "	6.00	540.00
	Sub-total		$ 43,621.00
	10% Engr. & Cont.		4,362.10
	Total		$ 47,983.10

Length of Project 7.978 Miles.
Cost per Mile $6,014.42

State Funds Available	$18,123.22	
Federal Aid Requested	29,859.88	(62.23%)
	$47,983.10	

State Funds for Construction - Chapter 174, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance - Resolution Aug. 17, 1917; Chapter 237, Laws 1917.

FIRM DC 88574 IM 8-27

PR 134-B.

January 18, 1929

Mr. Earl L. Moffatt,
351½ Broadway,
Eugene, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently executed to you by the State Highway Commission for the grading of the Keyes Creek Summit-Fort Creek Section of the Ochoco Highway in Wheeler County.

Very truly yours,

Ray A. Klein
State Highway Engineer

HEC:M

By

Enc. 1.

H. B. Glaisyer
Chief Clerk.

FIRM SC 88074 1M 8-27

COMMISSIONERS
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[illegible] MALONE, CORVALLIS
H. B. VAN [illegible], Portland, Chairman
C. E. CA[illegible], Medford
ROBERT W. SAWYER, Bend

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

PR 134-B

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

NOTED
State Highway Engineer

January 14th, 1929.

Mr. Earl McNutt
Eugene, Oregon

Dear Sir:

Please be advised that in connection with the furnishing of the metal culvert pipe to be used on the section of the Ochoco Highway now under contract to you, it will be necessary that you advise our testing department (Mr. M. N. Pinkbiner, Salem, Oregon) of the source, etc., of the material so that they may arrange for testing it before it is sent out to the job.

Very truly yours,

C. W. Wanzer
Division Engineer

By H. H. Hackett
H. H. Hackett
Div. Office Engineer

HHH:I
cc R. A. Klein

Oregon State Highway Department

Project 124-B

KEYES CREEK SUMMIT-FORT CREEK SECTION OF THE OCHOCO HIGHWAY

IN WHEELER COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, December 17, 1928

All Required	Clearing and Grubbing			$ 200.00
71,000 cu.yds	Common Excavation		.30	21,300.00
3,700 cu.yds	Intermediate Excavation		.55	2,035.00
15,300 cu.yds	Solid rock excavation	.25	1.10	16,830.00
19,900 yd.sta.	Overhaul		.05	950.00
78 cu.yds	Class "A" concrete	1.20	30.00	2,340.00
7,200 lbs	Metal Reinforcement		.10	720.00
170 cu.yds	Rip rap		2.50	425.00
6 M-FBM	Lumber and Timber		75.00	450.00
210 lin.ft	Timber Piling		1.50	315.00
1,230 lin.ft	12" Galv. Iron Pipe		1.75	2,152.50
280 lin.ft	18" Galv. Iron Pipe		2.75	797.50
220 lin.ft	24" Galv. Iron Pipe		3.75	825.00
90 lin.ft	36" Galv. Iron Pipe		6.50	585.00
		Sub-total		$ 50,075.00
		10% Engr. & Cont.		5,007.50
		Total		$ 55,082.50

Length of Project 7.978 miles
Cost per mile $6,937.39

State Funds Available	$20,804.67
Federal Aid Requested	34,277.83
	$55,082.50

Oregon State Highway Department — Project 136-B

LAPINE - WEST FOREST BOUNDARY SECTION OF THE PREMONT HIGHWAY IN DESCHUTES AND KLAMATH COUNTIES

Est. with plans

Salem, Oregon, Dec. 14, 1928

All Required	Clearing and Grubbing		$ 35,000.00
106,000 cu.yds	Common Excavation	.25	26,500.00
3,300 cu.yds	Solid Rock Excavation	1.10	3,630.00
9,000 yd.sta	Overhaul	.05	450.00
1,000 lin.ft	12" Culvert Pipe	1.50	1,500.00
800 lin.ft	18 " Culvert Pipe	2.50	2,000.00
50 lin.ft	24" Culvert Pipe	3.50	175.00
	Sub-total		$ 67,475.00
	10% E. & C.		6,747.50
	Total		$ 74,222.50

Length of Project 12.133 miles
Cost per mile $6,117.49

State funds available	$28,033.84	
Federal Aid Requested	46,188.66	(62.23%)
	$74,222.50	

CONTRACT #1060.

PR 137 Hobsonville-Hebo 1927-1929

1060

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FOR FILING
ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

FAP 137

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

December 8, 1948

P. O. BOX 3900
PORTLAND 8, OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The revised sketch map for Oregon Project FAP 137, Hobsonville-Hebo Section of the Oregon Coast Highway in Tillamook County, is approved today. Our approval is subject to the condition that the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63 when construction is undertaken at that location.

Very truly yours,

W. H. LYNCH
Division Engineer

RECEIVED
1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 30 1948
FOR FILING

September 29, 1948

Mr. T. H. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are sending under separate cover six blueprint copies of project statement map for the Hobsonville-Hebo Section, Project No. FAP No. 137 (Revised).

The map has been corrected to show the revised alignment on the next section to be improved, which section is shown in the postwar program as item number 35.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

OREGON ST
HOBSONV
OREGON
TIL
PROJECT
Scale: 1" = 1 M
FAP 129
END OF PROJECT FAP 137
TILLAMOOK

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

HOBSONVILLE-HEBO SECTION

OREGON COAST HIGHWAY

TILLAMOOK COUNTY

PROJECT NO. FAP 137 (REVISED)

Scale: 1" = 1 Mi. Aug., 1948

FAP 137

FAP 129

END OF PROJECT

Myrtle Creek

Mills Creek

Hobsonville

Hebo

Tillamook Bay

Bridge No. 17 - 44'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 16 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 15 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 14 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 13 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 12 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 11 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 10 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 9 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 8 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 7 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 6 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 5 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

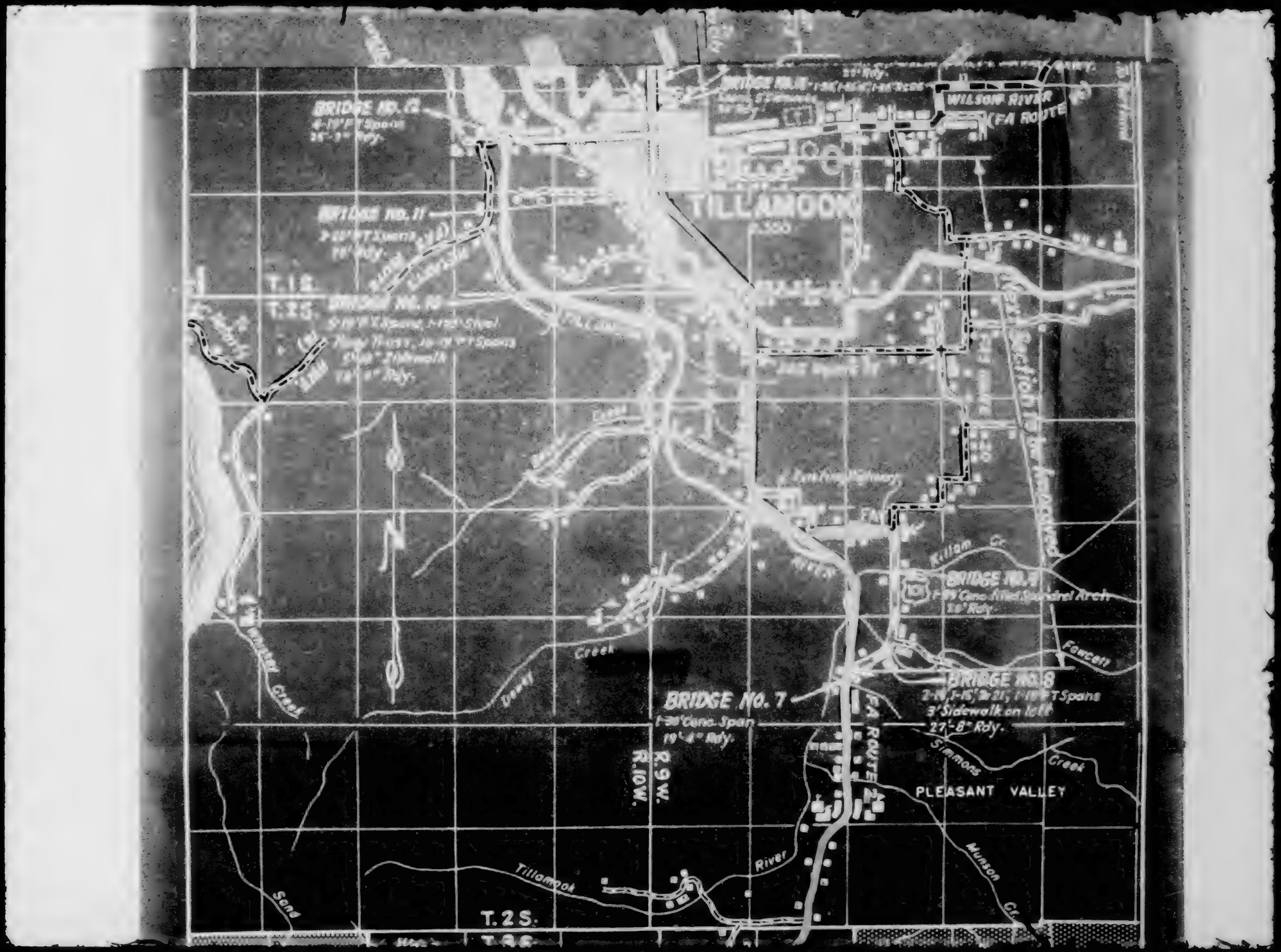
Bridge No. 4 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

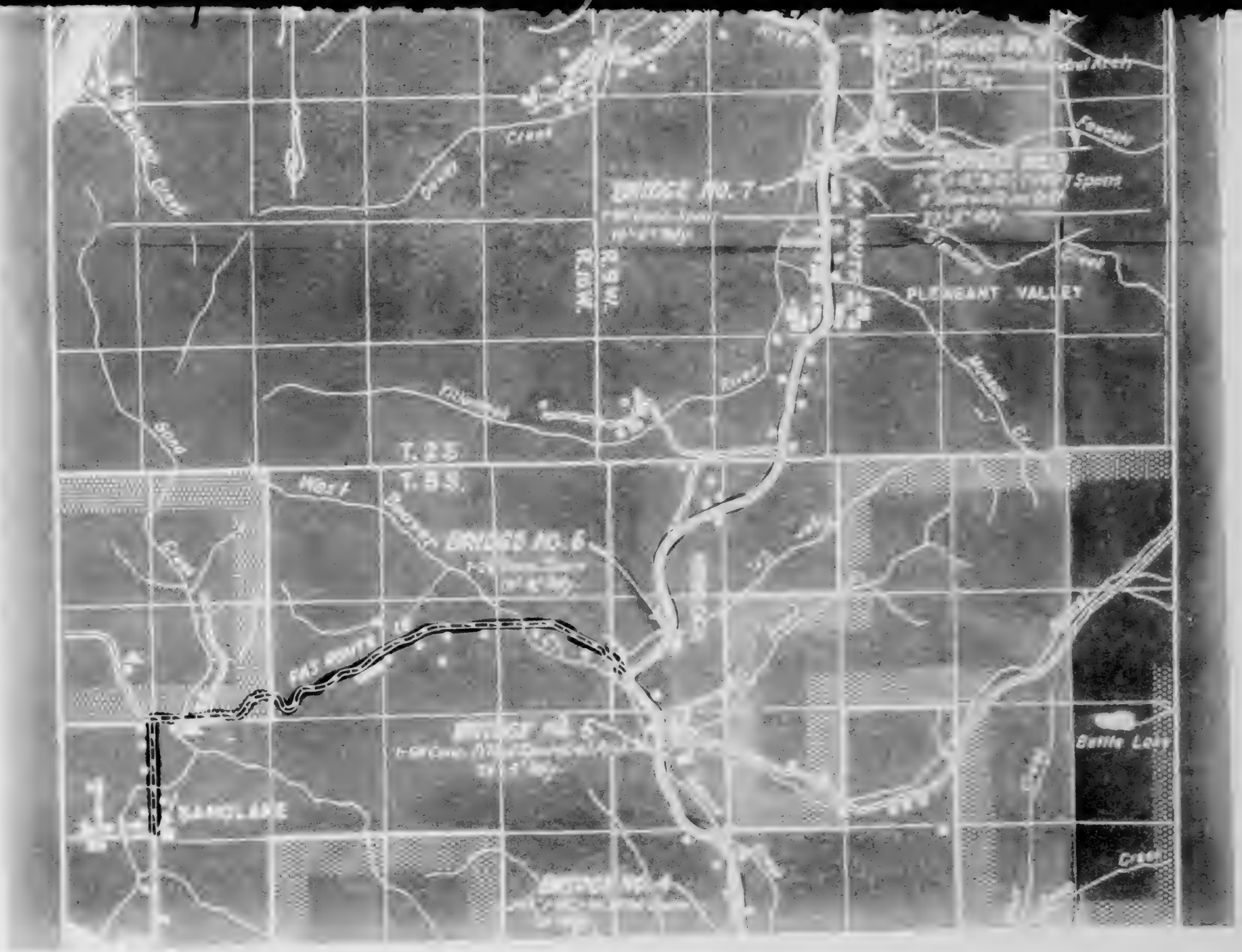
Bridge No. 3 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

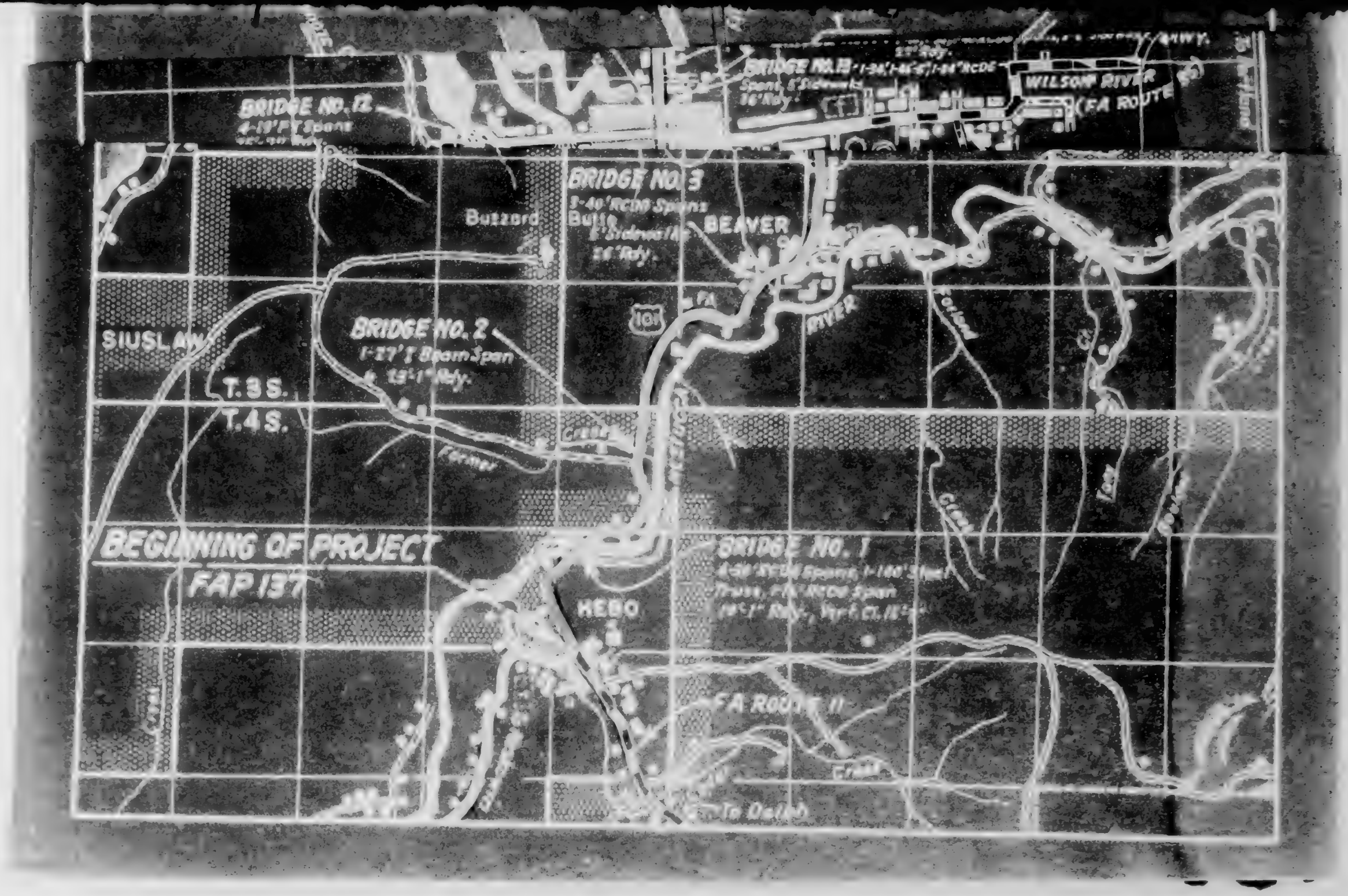
Bridge No. 2 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

Bridge No. 1 - 30'-0" R.C. Deck Girder, 1-30'-0" Span, 1-20' Cone. Trd Arch.

FAP


BRIDGE NO. 6
BRIDGE NO. 11
BRIDGE NO. 10
T.1S.
WILSON RIVER
(FA ROUTE
TILLAMOOK
Kilchis Creek
Wilson River
BRIDGE NO. 9
1-39' Conc. Filled Spandrel Arch
22' Rdy.
Fawcett
BRIDGE NO. 8
2-14', 1-15', 1-21', 1-19'-7" Spans
3' Sidewalk on left
27'-8" Rdy.
Simmons Creek
PLEASANT VALLEY
Munson Cr.
Trask River
Tillamook Creek
Diard Creek
BRIDGE NO. 7
1-39' Conc. Span
19'-4" Rdy.
R.9 W.
R.10W.
FA ROUTE 47
Tillamook
River
Sand
T.2S.


BRIDGE NO. 7
R.9W.
R.10W.
PLEASANT VALLEY
T. 2 S.
T. 3 S.
BRIDGE NO. 6
Battle Lake


BRIDGE NO. 12
4-19'F Spans
BRIDGE NO. 13
WILSONVILLE
WILSONVILLE
(EA ROUTE
BRIDGE NO. 3
3-40' RCDG Spans
Buzzard
BEAVER
BRIDGE NO. 2
1-27'F Beam Span
SIUSLAW
T. 3 S.
T. 4 S.
101
RIVER
Creek
Farmer
BEGINNING OF PROJECT
FAP 137
KEBO
BRIDGE NO. 1
FA ROUTE 11
To Dallas

#1060
290J

PR 137

August 20, 1929.

U. S. Fidelity & Guaranty Co.,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to inform you that we are about to make final settlement with the Gilpin Construction Co., in connection with the contract that was awarded to them by the Highway Commission for the construction of the bridge over the Trask River on the Roosevelt Coast Highway in Tillamook County, being state highway contract # 1060. The amount of this final payment is $1,574.15, and the warrant in this amount will be released on or after Friday, August 30, 1929.

The total amount paid to the Gilpin Construction Company for this work, which includes the above mentioned final payment, is $20,681.42.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:AP

PR 137.

January 10, 1929

Gilpin Construction Co.,
921 Worcester Bldg.,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over the Trask River on the Roosevelt-Coast Highway near Tillamook, in Tillamook County.

Very truly yours,

Roy A. Klein
State Highway Engineer

RAK:M

By

Encs. 1.

H. B. Glaisyer
Chief Clerk.

PR #31.

January 10, 1930

Ralph Construction Co.,
921 Worcester Bldg.,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over the Trask River on the Pacific Coast Highway near Tillamook, in Tillamook County.

Very truly yours.

Roy A. Klein
State Highway Engineer

By

H. H. Chaisyer
Chief Clerk.

RAK:H

Enc. 1.

Form 39—C-9210—1M—7-28.

PR 137

OR[illegible] STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date 192 9

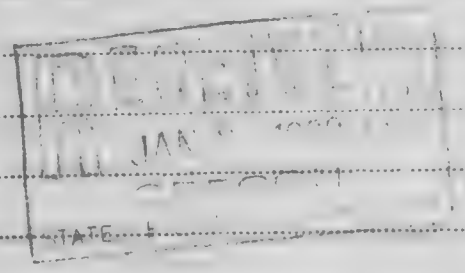
Job name ..... Week from ..... to .....

..... Mail address .....

Highway ..... Telegraph or telephone address .....

County ..... Job prefix ..... Express and freight address .....

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:



(See back of this sheet for instructions and detailed information.)

Signed .....

Title .....

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project .....

Miles completed .....

Miles partially done .....

Total cubic yards in project .....

Cubic yards produced to date .....

Average daily yardage produced this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Project will be completed about .....

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ..... 15 miles

Miles of preliminary staked 00

Miles of location staked ..... 15 "

Per cent of field work complete 100%

Per cent of office work complete ..... 50% office

Number of days worked on this project ..... 1½ 1/2 man

Number of men in party 4

Salary expense this week ..... $ 2 [illegible]

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Job will be completed about .....

Number of men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* [illegible] *Percentage* 2[illegible]

2. ..... *Percentage* .....

3. ..... *Percentage* .....

4. ..... *Percentage* .....

7W4

PR137

November
10
1923

Western Construction News,
114 Sansome St.,
San Francisco, Calif.

Gentlemen:

We are returning to you herewith the form that you asked us to fill out concerning bids received for the construction of a bridge over Trask River, on the Roosevelt Coast Highway, near Tillamook, in Tillamook County, bids to be opened November 20th.

Subsequent to the sending out of our formal notice to contractors, the Highway Commission decided to postpone the letting of this contract until December 19, 1923. We shall be glad to give you the desired information following the meeting on that date.

Very truly yours,

Roy A. Klein,
State Highway Engineer.

HBC:M

Enc. 1.

By

H. B. Glaisyer,
Chief Clerk.

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WESTERN CONSTRUCTION NEWS

CIVIL ENGINEERING AND CONSTRUCTION IN THE FAR WEST

PUBLISHED SEMI-MONTHLY BY
WESTERN CONSTRUCTION NEWS, INC.
114 SANSOME STREET, SAN FRANCISCO, CALIFORNIA

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GENERAL MANAGER

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423 WESTERN PACIFIC BDG.

November 17-1928

RECEIVED
NOV 20
OREGON
STATE HIGHWAY

Oregon State Highway Comm.,
Multnomah County Court House,
Portland, Oregon.

Gentlemen:

Kindly use the enclosed form to send a list of the unit and total bids received for construction of a bridge over Trask River on the Roosevelt Coast Highway, near Tillamook, TILLAMOOK COUNTY, bids received to 10 A.M., Nov. 20.

We are very anxious to receive a complete list of the bids submitted for this work and trust you will send it to us as soon as possible.

A stamped envelope 'SPECIAL DELIVERY' is enclosed for your reply. When sending the bids will you kindly advise whether the contract is awarded, if so to whom, or whether the bids have been taken under advisement or rejected.

Thanking you, we remain

Very truly yours,

WESTERN CONSTRUCTION NEWS

By E. Fournet

E/F

ANSWERED
H. B. G.

MR GLAISYER

2 26 Nov

PR137

DATA FOR ADVERTISING HUNT BRIDGE

TILLAMOOK COUNTY: "Hunt" bridge over Trask River on Roosevelt-Coast Highway about 1-3/4 miles south of Tillamook requiring approximately.

4400 lin. ft.	fir piling
44 MFBM	lumber
195,000 lbs.	structural steel
250 lin. ft.	trestle superstructure

FORM 2-5-1 5-0000 1000 6-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
316 OREGON BUILDING
SALEM

PR 137

NOTED
State Highway Engineer

file

September 19, 1928

Mr. R. A. Klein,
State Highway Engineer,
O f f i c e.

Dear Sir:-

At the last meeting of the State Highway Commission, the Engineer was authorized to make an investigation of the available detour routes around the Trask River bridge known as the Hunt Bridge, in Tillamook County, our bridge #9-79.6.

In accordance with this request, I have made a personal inspection of each of the several available detour routes and have measured up and made a stress analysis of the various bridge structures lying on each of the routes and respectfully report as follows:

GENERAL

The Coast Highway crosses Trask River by means of a structure which is locally known as the Hunt Bridge and is so marked on the attached map. This structure lies approximately 1.1 miles from the city limits of Tillamook, or one mile from the intersection of the Coast Highway with Market Road #15 (which Market Road is so shown on the attached map marked Detour Route #1).

The Hunt Bridge is an old steel span of limited traffic capacity and very badly corroded; in fact, this structure is totally unfit for highway traffic in its present condition and for some little time has been on falsework, consisting of pile bents under each of the floor beams, with the exception of the three central floor beams which are supported by a temporary timber truss, constructed along the outside of the present steel trusses. The falsework supports the entire load with very little help from the steel at the present time. If the falsework remains in place, the structure will carry traffic another year with some few, minor repairs, which will be taken care of by our maintenance crews as a matter of routine. If the falsework goes out and any considerable weight is thrown on the steel truss, a collapse is almost inevitable, as some of the members are corroded to a point of practical dissolution.

The traffic over this structure is exceedingly severe, consisting of heavily loaded logging trucks which, I strongly suspect, are over the legal limit at times. These trucks hit this structure at a rather marked rate of speed and the pounding and impact to which this structure is subjected is exceptionally severe.

The falsework under this structure is, to an extent, uncertain, and even if the falsework were not lost, I can easily conceive a condition wherein the bents could be knocked out of line, destroying the bearing and throwing a deflection into the steel

which might cause a fracture of the steel members, letting the load onto the falsework with more or less disasterous results.

We are doing everything within our power to maintain this falsework and safeguard it against impacts. At best, however, the structure is a traffic hazard to a certain extent at least. Should high water either take out the false work or seriously dislodge the bearings, it would be necessary to detour traffic for some little time, as it would probably be difficult, if not impossible, to reinstall falsework until the floods had somewhat subsided. This situation, therefore, brings up the question of the availibility of detour routes. The attached map, which I have marked Exhibit A, indicates three possible detours as follows:

Detour Route #1, is Tillamook County Market Road #15 and extends from a point 2.1 miles south of the Hunt Bridge to a point about .1 mile south of the city limits of Tillamook.

Detour Route #2 extends from a point known as Peltz Corner, which lies about .9 miles south of the Hunt Bridge, eastward a distance of 2.1 miles to the cheese factory corner and thence north and westerly across Trask River and into the City of Tillamook.

As an alternate for detour route #2, traffic may be detoured beginning at a point 3.1 miles south of Peltz Corner, measured along the Roosevelt Highway, a distance of 2.5 miles to the cheese factory corner over a line which I have indicated as Detour #2A and thence from the cheese factory corner over Detour Route #2 into Tillamook.

All of these routes are shown on the attached map marked Exhibit A and will be discussed in detail hereinbelow:

DETOUR ROUTE #1

This detour is Tillamook County Market Road #15 and leaves Roosevelt Highway at a point 1.3 miles south of Peltz corner, or 2.1 miles south of the Hunt Bridge. The general direction is north-westerly for a distance of about 1 mile to a crossing of the Tillamook River, which I have marked bridge 15-A. The road is gravelled but rather crooked and is under water over a considerable portion of its length during flood periods. Bridge 15-A is the old Miami River bridge which was taken down, reinforced and reerected at this point after the State Highway structure was built across the Miami River north of Tillamook. This structure is in first-class condition and will carry any traffic to which it is likely to be subjected. From Bridge crossing 15-A this detour route extends in a general northerly direction for a distance of 1.2 miles to a second crossing of the Tillamook River which I have marked 15-B. The general alignment between these two bridges is rather crooked, the road is gravelled for a width of about 12 feet and it is also low in spots. Bridge 15-B is an old combination span. The deck plank are loose and rough. The bents are partially decayed and the end corbles quite badly decayed. Exhibit B attached herewith is a blueprint from our standard inspection report for this structure, from which the following will be noted:

The end post, consisting of a 10 x 12 timber, is not overstressed, but the top chord, consisting of an 8 x 12 timber, is overstressed 38%, for light market road loading (10 ton truck load). This overstress is not serious were it not for

the fact that the chord members begin to show signs of marked decay. It will be noted that the middle bottom chords and web system do not show marked overstress. However, the present stringers are overstressed 112%, the floor beams 47% and the pins and details are overstressed clear out of reason.

Without going into any further detail, I think it can be safely said that the only way in which heavy traffic could be placed over this structure would be a complete reconstruction of the span or else placing it entirely on falsework from end to end. It is, of course, possible to reinforce these highly overstressed details, to replace the stringer system and reinforce the floor beams. This amount of work, however, coupled with what renewals would be necessary to chord members, corbles, etc., would involve an expense greater than that of placing the structure on falsework.

From this bridge the road progresses in a northerly direction a distance of 1.1 miles to a crossing of the Trask River, which crossing I have designated as Bridge 15-C. This last stretch of road is under water during flood periods, but the alignment is reasonably straight. Exhibit C is a blueprint of sheet B of our inspection report covering this last structure - Bridge 15-C. An examination of this print will disclose the fact that the truss members themselves are not severely overstressed for market road loading (10 ton truck). However, the floor beam connections are 63% overstressed, the floor beams themselves 42% overstressed and some of the details overstressed several hundred percent. Moreover, a physical inspection of this structure discloses the fact that it is corroded nearly, if not entirely as bad as the Hunt Bridge. Some of the lace bars are completely gone. Some of the upper lateral struts are corroded nearly in two and the lower chord and floor beam connections are decayed to a point where the steel has started to laminate and flake clear thru the metal. This structure is utterly inadequate for heavy traffic and should be placed upon falsework.

In conclusion, therefore, detour route #1 presents no superiority over the Roosevelt Highway; in fact, two out of the three principal bridge crossings would be fully as dependent upon falsework as the Hunt Bridge.

DETOUR ROUTE #2

This detour leaves the Roosevelt Highway at a point known as Peltz Corner and swings around to the east, then north, then west into Tillamook, a distance of 7½ miles, as indicated on Exhibit A. The only principal structure on this line is a crossing of the Trask River known as the Johnson Bridge. At present this crossing is a pile trestle, but this department recently designed a 120 foot steel truss span for the location, contract being awarded under date of August 10th to Clackamas Construction Company. I understand the steel is fabricated and perhaps it is shipped by this time. As soon as this structure is erected, the main structure will be in first-class shape. The approaches, however, are old approaches and it was Tillamook County's plan to defer the construction of the approaches until next year, using the old pile trestle approach in the meantime. If this is to be used as a detour route, an attempt should be made to construct the new approaches this fall, as the old pile structure will not be suitable for heavy traffic. From Tillamook

out, a distance of about 2.6 miles, the detour route is paved. The balance of the route is gravel and low in spots. This route, however, is much better from the standpoint of general alignment conditions than detour route #1 and after the Johnson Bridge is finished, it will be many times superior as regards condition of the bridge structures.

There is a small timber span between Peltz Corner and the cheese factory on detour route #2 which may need a little repair work. This is not, however, a big item. From Peltz Corner to Tillamook, by way of this detour route is 7½ miles, as against 1.9 miles by way of the highway. To eliminate this increase in distance, detour route #2A might be used as a modification of detour route #2. From the junction of the highway, this detour is 7.9 miles long, as against a distance of five miles over the highway.

The foregoing report simply covers the main features. I have not attempted to go into detail as regards the condition of the road surface or the detailed condition of the various bridge structures. Much of this data we have in our field notes and I can give you more information if you so desire.

CONCLUSION

As a result of the foregoing investigation, I would conclude that detour route #1 is not particularly desirable except by virtue of the fact that there is practically no additional distance in the line. Detour #2 will need some road work and the Johnson Bridge, including the approaches, should be completed before heavy traffic is routed over the same. This detour places over five miles additional distance in the line and the stretch south of the Johnson Bridge is rather low. I understand that this stretch is 2' under water during flood periods.

Detour route #2A places three miles additional distance in the line and also involves a reconstruction of the Johnson Bridge. Furthermore, the 2.5 mile section from the cheese factory south on detour 2A is narrow and crooked and very lightly gravelled. It will probably need more work to put it in shape than any other section of any of the other detours.

All in all, I think either detour route #2 or #2A should be selected in preference to detour #1, as the amount of work in placing bridges 15B and 15C in shape would involve considerable expense.

Very truly yours,

Bridge Engineer.

CBMcC:P

COMPARISON OF LINES

Tillamook - South Section

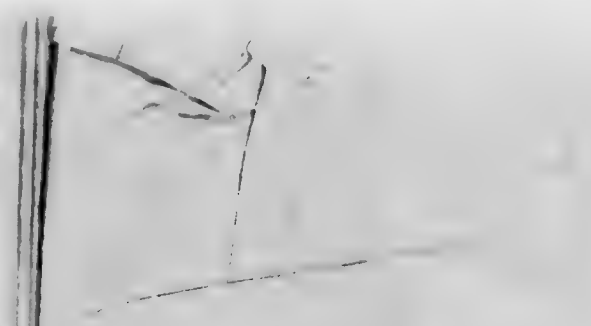
Trask River Crossing

		Comparison of Lengths - In Feet					
		"A"	"B"	"C"	"D"	"E"	"F"
"A" Line							
Length - 11,550' - 2.187 miles		000	- 150	+1166	+ 520	+ 795	- 470
No. of Curves	2						
Max. Curve	8°						
Total Angle	75°17'						
"B" Line							
Length - 11,400' - 2.159 miles		+ 150	000	+1316	+ 670	+ 945	- 320
No. of Curves	4						
Max. Curve	8°						
Total Angle	130°13'						
"C" Line (Present Highway)							
Length - 12,716' - 2.408 miles		-1166	-1316	000	- 646	- 371	-1636
No. of Curves	22						
Max. Curve	38°						
Total Angle	859°11'						
"D" Line							
Length - 12,070' - 2.286 miles		- 520	- 670	+ 646	000	+ 275	- 990
No. of Curves	5						
Max. Curve	28°						
Total Angle	227°03'						
"E" Line							
Length - 12,345' - 2.338 miles		- 795	- 945	+ 371	- 275	000	-1265
No. of Curves	8						
Max. Curve	28°						
Total Angle	377°27'						
"F" Line							
Length - 11,080' - 2.098 miles		+ 470	+ 320	+1636	+ 990	+1265	000
No. of Curves	3						
Max. Curve	8°						
Total Angle	76°06'						

STATE HIGHWAY DEPARTMENT

HIGHWAY

COUNTY



39°00'

70°10'

LINE

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 23, 1928.

PR 137

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

On January 11, 1928, the Secretary of Agriculture approved Oregon project statement No. 137, involving the improvement of 29.10 miles of the Nehalem-Nehe section of Roosevelt Coast Highway between Astoria and Nehe in Tillamook County.

The Secretary made his approval subject to the condition that there be inserted in the project agreement a stipulation that the State will initiate, or cause to be initiated, such action as may be necessary for the purpose of eliminating the railroad grade crossing within the limits of the project and for the installation of safeguards pending its elimination, adequate for the protection of a grade crossing of that class, and subject to the further condition that, before the project agreement covering the bridge referred to is submitted for his signature, the record will be supplemented by satisfactory evidence showing that the location, plans, and specifications of the bridge have been approved by the Secretary of War and the Chief of Engineers of the War Department, as required by the Act of March 3, 1899 (30 Stat. 1151.)

Yours very truly,

C. H. PURCELL,
District Engineer,

By
Assoc. Highway Engineer.

REFERRED TO
S H P

STATE

PROJECT STATEMENT

AS REQUIRED BY

December 23, 1937

FEDERAL AID ROAD ACT

FR 157

Mr. C. H. Purcell,
District Engineer,
Bureau of Public Roads,
P. O. Box 3900
Portland, Oregon.

December 2, 1937

Dear Sir:

Herewith we are enclosing four copies of project statement covering the section of the Roosevelt Coast Highway between Reedsville and Hebo.

We have assigned No. 157 to this project.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict by J. W. DeSousa/P

Encls.

Oregon

PROJECT NO. 137
(Not to be filled in)

Form PR-1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

November 1, 1927
(Date) .....

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Nehalem-Nehe Section of Roosevelt Coast Highway

2. Between control points of official description: Astoria and Nehe

3. Between intermediate control points if used: Nehalemville and Nehe

County of Tillamook

4. Length in miles (gross) 29.10 (net) 29.16

5. Preliminary estimate of cost: Total, $ 200,000; section of road to be first improved, $ 40,000, of which $ 40,000 is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ..... (Amount.)
Sufficient to insure completion. Current income
(Source; refer to statute.)

(b) County .....
(Amount.) (Source; refer to statute.)

8—3073

PROJECT NO (Not to be filled in)

State

7. Funds for maintenance to be provided by ....., from the following
(State or (and) county.)

Resolution August 17, 1917 Chapter 257, Laws 1917

sources: .....
(Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

Capitol Building.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement: .....

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: .....

11. Additional remarks: The first work to be undertaken probably will be the construction of a bridge over Trask River.

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

(Official title of Highway Department.)

By .....

CHAIRMAN

(Title of officer.)

By .....

COMMISSIONER

(Title of officer.)

By .....

COMMISSIONER

(Title of officer.)

8—6072

CONTRACT # 1061

PR 146-A Bridge over S. Yamhill River 1928

1061

FORM S-S-1 1927 1M 10-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

146A

April 27, 1932

Mr. R. H. Baldock
State Highway Engineer
O f f i c e

Dear Sir:

Mr. Herring, County Engineer of Yamhill County, was in our office yesterday and stated that the Yamhill County Court desires to have this department take bids on completing the bridge over the South Yamhill river and also a short trestle near this bridge. Both of these structures are on the Secondary Highway between Amity and Bellevue.

We understand that no authorization has been secured from the Commission for the construction of these jobs. The cost of the two structures will amount to about $9800.00. The bridge over the Yamhill river consists of 120' steel span with eight 19' trestle bents. The County has already erected the piers so the work to be done consists of the erection of the steel truss and the timber approach.

Very truly yours

C. B. McCullough

C. B. McCullough
Bridge Engineer

OAC LD

cc H. B. Glaisyer

FP146a

September 8, 1920.

Mr. H. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of August 25th, regarding the extension of time to April 30, 1920, covering contract No. 1061, under which the constructing of the Hunter Bridge was [illegible]

The date of completion of this work was June 16, 1920, and, for the reason that the action of the Highway Commission, granting an extension of time to April 30, 1920, was taken at their meeting on July 28, 1920, it is apparent that it was their intention to grant the extension to cover the time actually required in completing the work, but thru an error concerning the actual date of completion, the time was extended to April 30, 1920, instead of June 16, 1920.

Very truly yours,

ROY A. KLEIK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.

REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 25, 1930

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Probert's August 21 letter with which we received copies of extension of time to April 30, 1929 for the completion of your Contract No. 1061, Mercier Bridge, Oregon Federal Aid Project 146-A.

This extension of time is to April 30, 1929 and final voucher shows "voucher for the period from April 11, 1929 to June 15, 1929." The final contractor's monthly estimate shows "work done to completion June 15, 1929." Possibly other extensions were granted than the one mentioned in Mr. Probert's letter.

Please give us any further information that may be available.

Very truly yours,

W. H. Lynch
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

February 24, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to Oregon Federal Aid Project 146-A, the Mercier Bridge on the McMinnville-Tillamook Highway.

Work on this structure began January 8, 1929, and our final inspection was made on June 7th, 1929, at which time traffic was using this bridge. As more than eight months have elapsed since this project was completed, we would appreciate advice as to why the final voucher has not been submitted for payment.

Very truly yours,

W. H. LYNCH
District Engineer.

P1P 146 Cm

July 9, 1929

United States Fidelity & Guaranty Company,
Walter F. Cline, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1061 for the construction of a bridge over the Yamhill River on the McMinnville-Tillamook Highway in Yamhill County has been completed by the contractor J. F. Johnson and that final settlement will be made by the State with said contractor for work done under said contract on or after July 19th, 1929.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred by the above contractor and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the contractor in connection with this contract and which will include the above final payment will be $9,223.23.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

H. B. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

#106 Yamhill.

PORTLAND 104

R. HOWARD BLAND, PRESIDENT.

PR 146a

UNITED STATES FIDELITY AND GUARANTY COMPANY

PORTLAND BRANCH OFFICE

WALTER F. CLINE
ASSISTANT MANAGER

C. O. PRICE, MANAGER
1209 PORTER BUILDING
93 6TH STREET
BROADWAY 5830

L. L. TRACEY
SUPT. CLAIM DEPARTMENT

PORTLAND, OREGON,
April 15th, 1929.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: #39-12-354-29 - J.F.Johnston

The above bond executed on January 14th, 1929, covers contract for the construction of a bridge over South Fork Yamhill River near Grand Ronde on the Mc-Minnville-Tillamook Highway in Yamhill County, Oregon.

We enclose our form inquiry which we kindly ask you to complete and return to us as promptly as possible, showing whether or not this contract has been fully and satisfactorily completed, and if so, the total amount paid the contractor.

Stamped and addressed envelope is also enclosed, and thanking you for your attention to this matter, we remain,

Yours very truly,

Manager.

CS-

Paid to Cont. 10-$7397.55
Returned - $64.53
$5570

PR-146-A

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore. 146-A

Post Office Building
Portland, Oregon,
April 4, 1929

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

APR 5 1929
OREGON

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

A4 pr 5084

Form P. R. 2

State Oregon

Project No. 146, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 2nd day of March, 1929
by and between the State Highway Commission of Oregon

, constituting
for the purpose hereof, the Highway Department of the State of Oregon
hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 6th day of December, 1928, a project statement, which was approved by the Secretary on the 29th day of December, 1928, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 29th day of December 1928, and approved by the Secretary on the 26th day of March, 1929; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of six thousand, two hundred forty-seven and 70/100

dollars ($6,247.70) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 174, Laws of 1917; Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count _____ of _____

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by _____

(State how placed under direct control of Highway Department)

*(c) _____

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following ~~road~~ bridge, as described in detail in said surveys, plans, and specifications:

~~Between~~ Bridge across Yamhill River between survey station 170+71 and survey station 171+72, in the S.E.¼ of Sec. 33, T.5 S., R.6 W., W.M.,

_____ terminal points, a distance of 0.019 miles, known locally as the Mercier Bridge on the Hebo-Midway Section of the McMinnville-Tillamook Highway between Hebo and McMinnville, Yamhill County, being Section A of Oregon Federal Aid Project No. 146, consisting of one bridge of more than 20 ft. clear span only.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

* Strike out if not appropriate.

FEB 25 1929 8 58 AM

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE 3. Funds for the use of the Highway Department in the construction of said project have

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that prior to or immediately upon the completion of the improvement contemplated under this agreement, it will construct, suitable road connections between the ends of the bridge and the existing highway to the east and west.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of six thousand, two hundred forty-seven and 70/100 dollars, certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ten thousand, thirty-nine and 70/100 dollars, the approved total estimated cost of Section A of said project.

8—5513

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to _____

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the _____ of _____
(State or county) (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to _____

the State Treasurer

_____
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the **State** of **Oregon**
(State or county) (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: **Resolution of August 7, 1917; Chap. 237, Laws of 1917.**
(Include reference to statute authorizing funds and probable amount annually available)

_____

_____

_____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the _____;
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: _____
(Include reference to statute authorizing _____
funds, probable amount annually available, and how will be placed under direct control of Highway Department)
_____

*(*b*) By the _____;
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: _____
(Include reference to statute authorizing _____
funds and probable amount annually available)
_____

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: _____
_____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 26th day of March, 1929.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By H B Van Duzer
Chairman, State Highway Commission
(Title of officer)

By _____
Member, State Highway Commission
(Title of officer)

[SEAL]

By Robert W Sawyer
Member, State Highway Commission
(Title of officer)

By _____
(Title of officer)

By _____
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a ~~[illegible]~~ bridge across Yamhill River between survey station 170+71 and survey station 171+72, in the S.E. ¼ of Sec. 33, T.5 S., R.8 W., W.M.,

locally known as the Mercier Bridge on the Hebo-Midway Section of the McMinnville-Tillamook Highway between Hebo and McMinnville, Yamhill County, and designated in the records of this Department as Section A of Project No. 146, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 10,039.70 as the total estimated cost of said project, and the sum of $ 6,247.70 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 16th day of March one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

AWB

GOVERNMENT PRINTING OFFICE 5—4930

PR-146-A

Jan. 21, 1929.

U. S. Bureau of Public Roads,
Box 2900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate and blanks for project agreement, covering the Mercier Bridge, Project [illegible].

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Office Engineer.

Dictated by
J. V. Bush.

Oregon State Highway Department — Project No. 160-A

MEDICINE BRIDGE OVER THE YAMHILL RIVER ON THE McMINNVILLE-TILLAMOOK HIGHWAY IN YAMHILL COUNTY

(Estimate on best is of project agreement. Based on contract prices)

Salem, Oregon, Jan. 21, 1928.

56 cu. yds.	Excavation	$ 2.50	$137.50
10 " "	Excavation below plans	5.00	50.00
145 " "	Class "A" Concrete	22.50	3,262.50
60 " "	Class "J" Concrete	23.33	1,399.80
44,000 lbs.	Metal Reinforcement	.0675	2,970.00
212 lin. ft.	Concrete Handrail	4.75	1,007.00
All Required	Remove old bridge and maintain traffic		1,260.00
	Sub-total		$ 9,127.00
	10% Engr. & Cont.		913.70
	Total		$ 10,040.70

Length of Project .010 mile
Cost per mile $82,940.82

State Funds Available	$5,780.00	
Federal Aid Requested	4,267.70	(42.52%)
	$ 10,040.70	

State Funds for Construction - Chapter 174, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance - Resolution Aug. 17, 1917; Chapter 237, Laws 1917.

OR.W.11.

PR 146-A.

January 22, 1929

Mr. J. F. Johnston,
Newberg, Oregon.

Dear Sirs

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over the S. Fork of the Yamhill River on the McMinnville-Tillamook Highway, near Grande Ronde, in Yamhill County.

Very truly yours,

Roy A. Klein
State Highway Engineer

HBC:M

By

Enc. 1.

H. B. Claisyer
Chief Clerk.

PR-146-A

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

December 7, 1928

Oregon State Highway Department
Mr. R. H. Baldock,
State Highway Engineer.
Salem, Oregon.

MERCER BRIDGE OVER THE YAMHILL RIVER ON THE McMINNVILLE-TILLAMOOK HIGHWAY IN YAMHILL COUNTY

(Estimated with plans. Not as basis for project agreement.)

Reference is made to our [illegible] today concerning the making a Federal aid project of the Yamhill River Bridge and the possible delay incidental to loss of a project if [illegible] Federal aid for this bridge, [illegible] as practicable. [illegible] Salem, Oregon, December 14, 1928

55 cu.yds.	Excavation	$3.00	$ 165.00
10 cu.yds.	Excavation below plans	5.00	150.00
145 cu.yds.	Class A concrete	23.00	3,335.00
60 cu.yds.	Class "B" concrete	24.00	1,440.00
212 lin.ft.	Concrete Handrail	4.50	954.00
44,000 lbs.	Metal Reinforcement	.05	2,200.00
All required	Remove old bridge and maintain traffic		1,000.00
		Sub total	$9,144.00
		10% Engr. & Cont.	914.00
		Total	$10,058.00

[illegible] been received. When submitted they should be accompanied by the customary title sheet.

Length of project .019 miles

Cost per mile $52,938.47

State Funds Available	$3,799.06
Federal Aid Requested	$6,259.34
	$10,058.40

PR-146-A.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.....

POST OFFICE BUILDING
PORTLAND, OREG.

December 7, 1928.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

Reference is made to our discussion with Mr. Probert today concerning the making a Federal aid project of the Yamhill River Bridge and the possible delay incidental to lack of a project statement covering this section of highway. If you desire to secure Federal aid for this bridge, it is suggested that a project statement be submitted immediately, and we will secure approval as promptly as possible. Award should not be made, however, until you have been advised of approval of the project statement.

Plans for the Yamhill River Bridgehave not been received. When submitted they should be accompanied by the customary title sheet.

Very truly yours,

W. H. LYNCH
District Engineer

by L. J. Caufield
L. J. CAUFIELD
Highway Engineer

PR 146-A

YAMHILL COUNTY

Mercier Bridge over Yamhill River

Excavation, 35 cu. yds. at	$5.00	$165.00
Exc. below elev. shown, 10 cu. yds.	5.00	50.00
Class A Concrete, 145 cu. yds. at	35.00	5075.00
Class D Concrete, 60 cu. yds. at	24.00	1440.00
Concrete handrail, 212 lin. ft. at	4.30	954.00
Metal reinforcement, 44,000 lbs. at	0.05	2200.00
Remove old bridge & maintain traffic		1000.00
TOTAL——		$9,144.00

PR 146 a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov 19 1928

Job Name Nestucca Bridge
Alignment Revision

Week from Nov 11 to Nov 17

Highway The Tillamook-Pacific Highway

Mail Address Rockaway

Telegraph or Telephone Address "

County Tillamook Job Prefix 2

Express and Freight Address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

On Friday Nov 9 I ran a traverse proposed revision alignment for Nestucca Bridge on the Tillamook Highway with Mr Clarke and Mr Gray. I ran and set out the two tangents next beyond the present bridge tangent, existing and tied a point through the P.C. of the reentrant curve. Friday PM with Broadwell as transitman and Yokum and Moffit as chainmen I made the required intersection and measured central angle. On Saturday ran in 3°29' curve, measured in the existing lines and established P.I., advanced curve points.

(See back of this sheet for instructions and detailed information.)

Signed L K Robinson

Title Dist Engr

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... men,

..... teams, ... steam shovels

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project .....

Miles completed .....

Miles partially done .....

Average daily yardage placed this week .....

Average daily yardage necessary to complete on time .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Surfacing will be completed about .....

Number men in Engineering Party .....

SURVEYS

Total mileage of section to be surveyed 1300 feet

Miles of preliminary staked .....

Miles of location staked 1300 feet

Per cent of field work complete 65%

Per cent of office work complete —

Number of days worked on this project 2

Number of men in party 4

Salary expense this week $48.00

All other expense this week .....

Previous total expenditure this survey 00.00

Total expenditure including this week 72.00

Survey will be completed about Nov 19

Completed survey will cost about $100.00

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... men,

..... teams, ... trucks

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Resident, Locating and other Field Engineers; reports to be mailed to Division Engineers not later than Sunday night and to be forwarded by them to the Salem office. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage* 33%

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

Other jobs ..... *Percentage* .....

CONTRACT #1062,

PR 66 Durkee-Nelson Sec., Grading 1932
Reopened

1062

Stencil No. 12

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No. Oregon NRH-66

POST OFFICE BUILDING
PORTLAND, OREG.

October 23, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
OCT 24 1933
OREGON

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____ project agreement and certificate for the above numbered Federal-aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encls.

Hyp.-5884

Form P. R. 2

State ..... Oregon .....

Project No. [redacted]-66 .....

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5618

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 28th day of September, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto, particularly the National Industrial Recovery Act (Public No. 67, 73d Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 21st day of Jamary, 1922, a project statement, which was approved by the Secretary on the 10th day of April, 1922, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for [redacted] said project which were recommended for approval by the United States District Engineer on the 7th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of thirty-four thousand, eight hundred forty-five and 25/100

dollars ($ 34,845.25) as the share of the United States payable under said act on account of [redacted] said project, which [redacted] the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of Nation Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1202+29.9, in the southeast 1/4 of Sec. 20, T. 11 S., R. 43 E., and survey station 1411+50, near the south line of Sec. 2, T. 12 S., R. 43 E. (excepting therefrom the portion between stations 1264+90 and 1271+60),

, length 3.835 miles, in Baker County, being Oregon National Recovery Highway 1 project No. 66, consisting of 3.835 miles of roadway and no bridges, of more than 20 feet clear span, known locally as the Durkee-Nelson Unit of the Baker-Nelson Section of the Old Oregon Trail, between official control points La Grande and Ontario.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of ~~section~~ said project shall not in any event exceed the sum of thirty-four thousand, eight hundred forty-five and 25/100 dollars ($ 34,845.25), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal appropriation therefor~~ is ~~dollars ($) the approved total estimated cost of section~~ said project.

PAYMENTS

ARTICLE V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 118.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 12th day of October, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By [signature]

Chairman, State Highway Commission
(Title of officer)

By [signature]

Member, State Highway Commission
(Title of officer)

By _____

Member, State Highway Commission
(Title of officer)

By _____

_____
(Title of officer)

By _____

_____
(Title of officer)

Secretary of Agriculture

By [signature]

Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. [redacted] 66, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 34,845.25 as the total estimated cost of said project, and the sum of $ 34,845.25 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal [redacted] total estimated cost.

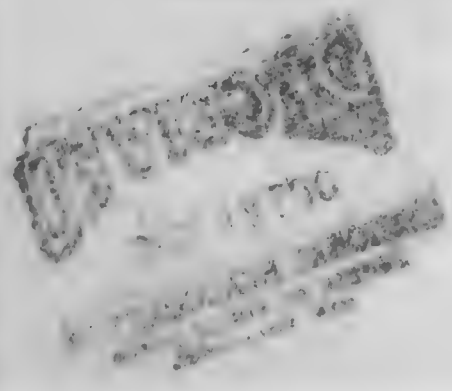
Done at the city of Washington, this 18th day of October one thousand nine hundred and thirty three.

Secretary of Agriculture

[redacted] Secretary of Agriculture.

By [redacted] Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829



August 29, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Burkee-Nelson Section, Project No. NRH-66.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Prebert
Office Engineer

Dict. by J. W. Nash/CS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-66

DURKEE-NELSON UNIT OF THE BAKER-NELSON SECTION OF THE

OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 29, 1933.

STATEMENT OF COMPLETED WORK

Part on which New Work is to be done:
(Durkee-Nelson Unit (Sta. 1202+29.9 to Sta. 1411+50)

Original Project:

Final Cost on Roadwork.....	$40,949.13
Federal Aid paid on Roadwork.....	$23,524.61
Length of Roadwork, original, 3.883 miles: revised 3.835 miles	
Cost per mile on orig. length $10,545.74: on revised length $10,677.73	
Federal Aid paid per mile on orig. length $6,058.33: on revised length $6,134.18	

Second Reopening:

Final Cost on Roadwork.....	$46,632.44
Federal Aid paid on Roadwork.....	$27,808.35
Length of Roadwork, 3.835 miles	
Cost per mile.....	$12,159.69
Federal Aid paid per mile.....	$ 7,251.19

SUMMARY OF COSTS FOR COMPLETED WORK

FOR DURKEE-NELSON UNIT

Total Cost of Roadwork.....	$87,581.57
Total Fed. Aid paid on Roadwork.....	$51,332.96
Cost per mile on revised length.....	$22,837.43
Federal Aid paid per mile on revised length.....	$13,383.38

Part on which no additional work is to be done:
(Baker-Durkee Unit)

Original Project, Roadway
(Sta. 49+50 to 779+99.2) (Sta. 811+31.2 to 1202+29.9):

Final Cost on Roadwork.....	$227,165.89
Federal Aid paid on Roadwork.....	$130,503.12

Length of Roadwork orig. 21.341 miles; revised 21.241 miles
Cost per mile on orig. length $10,545.74; on revised length $10,694.68
Federal Aid paid per mile on orig. length $6,058.33; on revised length $6,143.92

Original Project, Roadway
(Sta. 779+99.2 to 811+31.2)

Final Cost on Roadwork	$ 6,253.62
Federal Aid paid on Roadwork	$ 3,592.61
Length of Roadwork 0.593 miles	
Cost per mile	$10,545.73
Federal Aid paid per mile	$ 6,058.33

Original Project, Water Overcrossing and Pritchard Creek Bridges

Final Cost	$21,350.47
Federal Aid paid	10,962.97
Length, .032 miles	

First Reopening, Roadway (Sta. 40+50 to 779+99.2) (Sta. 811+31.2 to 1202+29.9)

Final Cost on Roadwork	$327,252.91
Federal Aid paid on Roadwork	$196,309.40
Emergency Advance Funds Paid on Roadwork	$ 30,008.14
Length of Roadwork, 21.241 miles	
Cost per mile	$ 15,406.66
Federal Aid paid per mile	$ 9,242.09

First Reopening, - Alder Creek Bridge

Final Cost	$ 5,613.76
Federal Aid paid	$ 3,493.44
Length 0.008 miles	

STATEMENT OF COMPLETED WORK

ON BAKER-PUBLIC UNIT

Roadwork (Sta. 40+50 to 779+99.2) (811+31.2 to 1202+29.9)

Total Final Cost	$554,418.80
Total Federal Aid paid	$326,812.61
Emergency Advance Funds paid	$ 30,008.14
Cost per mile on Revised Length	$ 26,101.35
Federal Aid per mile on Revised Length	$ 15,385.93

Roadwork (Sta. 779+99.2 to 811+31.2)

Total Final Cost	$ 6,253.62

Total Federal Aid paid.....	$ 3,392.61
Cost per mile.....	10,545.78
Federal Aid per mile.....	6,098.38

X Bridges

Total Final Cost.....	$26,944.23
Total Federal Aid Paid.....	14,456.41

REMARK ON COSTS FOR COMPLETED WORK
FOR BAKER-DURKEE UNIT

Total Cost all completed Roadwork.....	$648,253.99
" " 3 completed Bridges.....	26,944.23
" " all completed work.....	675,198.22
" length, Roadway, orig. 26.017 miles: revised 25.669 miles	
" " 3 Bridges, 0.040 miles	
Length of Durkee Undercrossing (non F. A.) 0.127 miles	

NEW WORK - BITUMINOUS MACADAM WEARING
SURFACE, TYPE B-12

3.9 miles	Preparation of Base	$125.00	$ 487.50
5,570 cu. yds.	Mineral Aggregate in Bit. Macadam	2.95	16,431.50
330 tons	Asphalt in Place	31.00	10,230.00
37 "	Emulsified or Cut-back Asphalt in Seal Coat	30.50	1,128.50
1,360 cu.yds.	Rock Shoulders	2.50	3,400.00
	Sub-total		$31,677.50
	10% Engr. & Cont.		3,167.75
	Total		$34,845.25

Length 3.833 miles
Cost per mile $9,086.11

National Recovery Highway Funds Requested..... $34,845.25

State Funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 7, 1933

RECEIVED
AUG 8 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon NRH 66, the Durkee-Nelson section of the Old Oregon Trail, 3.835 miles of bituminous macadam, have today been recommended for approval. This is your authority for proceeding with advertising.

Special clauses, mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also we would like to have for each project four copies of mimeographed Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

Very truly yours,

W. H. Lynch

W. H. LYNCH
District Engineer

July 18, 1933

Mr. E. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and two sets of special provisions for construction of bituminous macadam on the Durkee-Baisan Section, Project No. ~~BRS-66~~.

Five blueprint copies of the typical cross-section sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

National Recovery Highway Project No. NRE-66

BAKER-NELSON UNIT OF THE BAKER-NELSON SECTION OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, July 17, 1933

STATEMENT OF COMPLETED WORK

Part on which New Work is to be done:
(Baker-Nelson Unit (Sta. 1202+29.9 to Sta. 1411+50)

Original Project:

Final Cost on Roadwork	$40,949.13
Federal Aid paid on Roadwork	$23,524.61
Length of Roadwork, original, 3.883 miles: revised 3.835 miles	
Cost per mile on orig. length $10,545.74: on revised length $10,677.73	
Federal Aid paid per mile on orig. length $6,058.35: on revised length $6,134.18	

Second Reconstruction:

Final Cost on Roadwork	$46,632.44
Federal Aid paid on Roadwork	$27,808.35
Length of Roadwork, 3.835 miles	
Cost per mile	$12,159.69
Federal Aid paid per mile	$ 7,251.19

(A)

SUMMARY OF COSTS FOR COMPLETED WORK FOR BAKER-NELSON UNIT

Total Cost of Roadwork	$87,581.57
Total Fed. Aid paid on Roadwork	$51,332.96
Cost per mile on revised length	$22,837.43
Federal Aid paid per mile on revised length	$13,385.38

Part on which no additional work is to be done:
(Baker-Durkee Unit)

Original Project. Roadway
(Sta. 40+50 to 779+99.2) (Sta. 811+31.2 to 1202+29.9):

Final Cost on Roadwork	$227,165.89
Federal Aid paid on Roadwork	$130,503.12

Length of Roadwork orig. 21.541 miles; revised 21.241 miles
Cost per mile on orig. length $10,545.74; on revised length $10,694.68
Federal Aid paid per mile on orig. length $6,058.35; on revised length $6,143.92

Original Project, Roadwork (Sta. 779+99.2 to 811+31.2):

Final Cost on Roadwork	$ 6,253.62
Federal Aid Paid on Roadwork	$ 3,592.61
Length of Roadwork 0.593 miles	
Cost per mile	$10,545.73
Federal Aid paid per mile	$ 6,058.35

Original Project, Unit Overcrossing and Pritchard Creek Bridge:

Final Cost	$21,330.47
Federal Aid paid	10,962.97
Length, .032 miles	

(4)

First Reopening, Roadwork (Sta. 40+50 to 779+99.2) (Sta. 811+31.2 to 1202+29.9):

Final Cost on Roadwork	$327,252.91
Federal Aid paid on Roadwork	$196,309.49
Emergency Advance Funds Paid on Roadwork	$ 30,008.14
Length of Roadwork, 21.241 miles	
Cost per mile	$ 15,406.66
Federal Aid paid per mile	$ 9,242.00

First Reopening - Alder Creek Bridge

Final Cost	$ 5,613.76
Federal Aid Paid	$ 3,493.44
Length 0.008 miles	

Statement

SUMMARY OF COMPLETED WORK

ON BAKER-INTAKE UNIT

Roadwork (Sta. 40+50 to 779+99.2) (811+31.2 to 1202+29.9)

Total Final Cost	$554,418.80
Total Federal Aid paid	326,812.61
Emergency Advance Funds Paid	30,008.14
Cost per mile on revised length	26,101.35
Federal Aid per mile on revised length	15,385.93

Roadwork (Sta. 779+99.2 to 811+31.2)

Total Final Cost	6,253.62

Total Federal Aid paid	$ 3,592.61
Cost per mile	10,545.74
Federal Aid per mile	6,058.35

3 Bridges

Total Final Cost	$26,944.23
Total Federal Aid Paid	14,456.41

Costs For

SUMMARY OF COMPLETED WORK

For Baker - Durkee Unit

Total Cost all completed Roadwork	$648,253.99
" " 3 completed Bridges	26,944.23
" " all completed work	675,198.22
" length, Roadway, orig. 26.017 miles: revised 25.669 miles	
" " 3 Bridges, 0.040 miles	
Length of Durkee Undercrossing (non F. A.)	0.127 miles

NEW LINE.-BITUMINOUS MACADAM

WEARING SURFACE, TYPE B-12

3.9	miles	Preparation of Base	$100.00	$ 390.00
5,570	cu. yds.	Min. Aggregate in Bit. Mac.	2.40	13,368.00
330	tons	Asphalt in Place	25.00	8,250.00
37	tons	Emulsified or Cut-back Asphalt in Seal Coat	28.00	1,036.00
1,360	cu. yds.	Rock Shoulders	1.20	1,632.00
		Sub-total		$24,676.00
		10% Engr. & Cont.		2,467.60
		Total		$27,143.60

Length	3.835 miles
Cost per mile	$7,077.86

National Recovery Highway Funds Requested $27,143.60

#1062
Baker Co
#66

February 23, 1933

United States Fidelity & Guaranty Company,
W. O. Bates, Agent,
Porter Bldg.,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1062 for the construction of the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County, consisting of 9.5 miles of resurfacing, has been completed by the contractors, Joslin & McAllister, and that final settlement will be made by the State with said contractors for work done under said contract on or after March 5th, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond in this instance. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $61,091.87 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

FORM S-M-1 5970 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

M. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 66

OREGON STATE HIGHWAY COMMISSION

OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON
February 17, 1932.

IN REPLY PLEASE REFER TO FILE NO.

RECEIVED
FEB 20 1932
OREGON
STATE HIGHWAY

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

NOTED

Dear Sir:

Enclosed herewith are field measurements and platted sections of the Rejected Materials piled at the quarry operated by Joslin & McAllister opposite M.P. 345.5 on the Baker-Pleasant Valley Section of the Old Oregon Trail, under contract #1062 in 1929-30.

These measurements taken by C. H. Armstrong, show a total of 13,304.7 cubic yards.

Very truly yours,

W. C. WILLIAMS,
Division Engineer.

By:
W. W. Stiffler,
Office Engineer.

WWS:OW
Encls.

cc R. H. Baldock.

8266

February 8, 1933

Joslin & McAllister
P. O. Box 1174
Spokane, Washington

Gentlemen:

In regard to your communication of February 4th, relative to your work order on the Baker-Pleasant Valley surfacing, advise that this work order was approved by the Highway Commission at their last meeting. Information is now being secured from the field and as soon as this supporting data is received payment in the sum of $1,330.50 will be made.

Very truly yours

State Highway Engineer

RHB:HI

C. W. JOSLIN J. McALLISTER

JOSLIN & McALLISTER
CONTRACTORS
P. O. BOX 1174
SPOKANE, WASHINGTON

Feb.4,1933

Mr.R.H.Baldock,

State Highway Engineer,

Salem,Oregon.

Dear Sir:

Will you kindly advise what decision was reached on the work order which was signed by Mr.Joslin and which was to be taken up with the State Highway Commission at their meeting in Portland on January 25th.

Yours very truly,

Joslin & McAllister

8/1330

FORM S-A-1 9744 7500- 12-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

SR 66

OREGON STATE HIGHWAY COMMISSION

SALEM
January 24, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

Dear Sir:

NOTED
State Highway Engineer

We made a final settlement of the Joslin-McAllister claim for the rejected materials piled at the Quarts Station Quarry on the Baker-Pleasant Valley Section. This is based on 15,305 yards at 10¢ per yard, in accordance with your letter of July 11th.

It is necessary to have the platted cross sections to file with the final records in this case. Will you please furnish them and the earthwork computation sheets.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

CC to

R. H. Baldock ✓

FORM S-A-1 5004 6M 6-34

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL S. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

RR66

OREGON STATE HIGHWAY COMMISSION

SALEM

January 23, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In the matter of the claim of Joslin & McAllister for extra compensation due to the rejection of material on Contract #1062, Baker-Pleasant Valley Section of the Old Oregon Trail which contract was awarded on January 29, 1929 and completed on June 27, 1930, beg to advise that a price agreement has been submitted to you in full settlement of their claim. This price agreement amounts to $1330.50 and is based upon a price of 10 ¢ per yard for the rejected material.

This claim as set forth in attached letter of Joslin & McAllister was predicated upon the idea that the test pits did not fairly indicate the kind of material to be found in the quarry and that having encountered unusual and unexpected amounts of shale, it cost them a net loss of $26,736.76.

Up to the letting of this contract satisfactory material had never been found along the Baker-Pleasant Valley Section and a rather fine gravel had been used for surfacing the highway. During the development of this job a small dyke of basaltic rock was found adjacent to the job and was opened up very thoroughly with test pits. The rock in this dyke did not lie in a solid uniform mass but but rather in the form of boulders with decomposed material in the seams, but never-the-less it was the only material available which would pass an abrasion test.

Joslin & McAllister expected this material to develop into a solid ledge upon going deeper into the test holes because they bid a very low price for the job and one which was very much below the engineer's estimate. However the material retained the form shown by the test pits and in addition ledges of shale were found interspersed with the rock. This shale was very hard to separate from the hard rock and the contractor had to install a grizzly and screens and waste a large quantity of material.

In view of the fact that the contractor went to a great deal of pains and expense to secure a satisfactory product and has stockpiled the rejection on State property in a manner which may have some future salvage value it is thought just to allow him 10 ¢ per cubic yard for the material as measured and reported by W. C. Williams, Division Engineer.

Joslin & McAllister have had many surfacing jobs with the Oregon Department and this is one of the few instances where they have made any claim for compensation.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

Encl.

November 18, 1930.

Mr. H. G. Smith,
Division Engineer,
Oregon State Highway Department,
La Grande, Ore.

Dear Sir:

The following is in reference to our Contract No. 1062 for the construction of 9.5 miles of broken stone resurfacing, and the furnishing of broken stone for betterment operations on the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County, which contract was awarded to us on January 29, 1929 and completed by us on June 27, 1930.

For your information will advise that our costs on this project amounted to $87,056.05. Of this amount $34,412.15 covers labor costs and the balance of $52,623.90 covers expenditures for materials and supplies actually used on the work.

In the above items of cost there is no charge made for plant, truck or road equipment rental, nor for new equipment purchased for use on this work. The total of costs given represents our cash outlay only.

In the matter of receipts the final estimate shows a total of $59,761.27 for all work done, and in addition to this we have credited the job with $538.80 for meals furnished other than to our employees and for other small items of credit. The gross earnings on the project therefore amount to $60,300.27 and after deducting this from costs as shown above we have a net loss of $26,756.78.

At the time this work was advertised for bids Mr. Bishop, the Resident Engineer for the project, accompanied both members of this firm to the quarry site for an inspection of same. Our examination of the test holes showed a small quantity of clay that would have to be eliminated in the making of maintenance material, but in our judgement was not of a sufficient quantity to justify its being wasted in the production of resurfacing material.

Our plant was erected and after but a few days of operation we were instructed by the engineer to waste all material pass ng thru a one inch circular opening screen, after the material had first passed through a primary crusher. Out of the material passing this screen 2,279 cubic yards was used for filler material and the balance wasted. This was the condition under which we operated during the production of the entire output of 18,955.5 cubic yards of resurfacing material.

After the plant had been in operation a short time and the quarry opened a large ledge of clay shale, which was not in evidence at the time inspection was made, appeared. This shale would not pulverize in passing thru the crushers but would screen intl all grades of materials and cause the rejection of same.

In an attempt to produce satisfactory material we installed car and track and hand picked all rock. This was not satisfactory due to the fact that it was difficult to distinguish between the shale and the rock, and as a final attempt to eliminate the shale we installed a grizzly with five inch openings which allowed the shale to pass through. In addition to the shale passing through thwough the grizzly allowed all rock up to five inches to pass and as this rock had all been drilled and shot it was an expensive product to waste.

Running under these conditions for a period of seven months caused our costs to reach an amount far in excess of what they would have been had it not been necessary to waste the quarried materials as outlined above.

With the exception of our costs you are undoubtedly familiar with all of the foregoing facts, and the purpose of this letter is to ask for your review of the many unusual conditions and obstacles which we had to overcome in completing this contract, and for your consideration of an adjustment that will compensate us for some of our loss.

Yours very truly,

Joslin & McAllister

By_____

CWJ:B

DR 66

January 9, 1933

Joslin & McAllister
P. O. Box 1174
Spokane, Washington

Gentlemen: Attention of Mr. Joslin

Mr. Baldock, State Highway Engineer, added a postscript to the letter directed to you on January 7, in which he stated that the next meeting of the State Highway Commission will be held in the Benson Hotel, Portland, on January 25.

This is to inform you that the meeting will be held in the Multnomah Hotel, rather than the Benson, on that date.

Very truly yours

Secretary

MBG:AJ

OREGON STATE HIGHWAY COMMISSION

January 7, 1953

Joslin & MacAllister
P. O. Box 1174
Spokane, Washington

Gentlemen: Attention of Mr. Joslin

In response to your letter of December 23, advise that I will talk this matter over with you the next time you are in Portland or Salem.

Please inform me when you wish to make this appointment.

Very truly yours

State Highway Engineer

RMB:AJ

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

January 5, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

Dear Sir:

In regard to the claim of Joslin and Mc Allister relative to their quarry operations near Quarts on the Baker-Pleasant Valley Section, I would recommend that negotiations be kept open with them regarding the claim. This will give me an opportunity to again examine the site during my inspection in Eastern Oregon the first week in January. I will then make a further recommendation.

Yours very truly,

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

J. McALLISTER

...ICALLISTER
...ACTORS
...OX 1174
...ASHINGTON

...3,1932

REFERRED TO
H. G. Smith
By Auto Subway Routsler

Please see me
to-this

...r 20th.we wrote you in reply to
...garding the quarry at Quartz

...have been extremely busy during
...unemployment stiuation and other
... greatly your replying to our
...tunity.

Yours very truly,

Joslin & McAllister

By

CWJ:B

RECEIVED
JAN 3 - 1933
CONSTRUCTION DIVISION

RECEIVED
DEC 27 1932
OREGON
...TE HIGHWAY COMMISSION

C. W. JOSLIN J. McALLISTER

JOSLIN & McALLISTER
CONTRACTORS
P. O. BOX 1174
SPOKANE, WASHINGTON

Dec.23,1932

Mr.R.H.Baldock,

State Highway Engineer,

Salem,Oregon.

Dear Sir:

Under date of October 20th.we wrote you in reply to your letter of October 4th.regarding the quarry at Quartz Station.

We realize that you have been extremely busy during the last few months with the unemployment stiuation and other things,but we will appreciate greatly your replying to our letter at your earliest opportunity.

Yours very truly,

Joslin & McAllister

By C W Joslin

CWJ:B

RECEIVED
JAN 3 - 1933
CONSTRUCTION ENGINEER

RECEIVED
DEC 27 1932
OREGON
STATE HIGHWAY COMMISSION

7800 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 1, 1932

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
H. G. SMITH

Mr. H. G. Smith
Construction Engineer
O f f i c e

Dear Sir:

Herewith communication from Joslin & McAllister. Please advise me of your opinion as to what action we should take and consult with Mr. Devers with relation thereto.

Very truly yours

R H Baldock

State Highway Engineer

RHB:HI

C. W. JOSLIN

J. McALLISTER

JOSLIN & McALLISTER
CONTRACTORS
P. O. BOX 1174
SPOKANE, WASHINGTON

Oct.20,1932

RECEIVED
OCT 22 1932
OREGON
STATE HIGHWAY COMMISSION

Mr.R.H.Baldock,

State Highway Engineer,

Salem,Oregon.

Dear Sir:

This will acknowledge receipt of your letter dated October 4th. realtive to your examination of the quarry site near Quartz Station,and in reply thereto will say that we are very much disappointed with your conclusions.

First we do not feel that the character of the material encountered during the course of our operations was the same as shown in the test pits.Test pits did not show any sign of shale,and for your information,there is still one of these pits at the site that has never been disturbed and which will verify this statement. Pits did show a fine yellow dirt which could be screened through a one-quarter inch screen without the wasting of any rock. After the shale was encountered we were compelled to pass all of the materials over a five inch grizzly and through a one inch screen in order to obtain satisfactory results.This accounts for the great quantity of waste,some 30,000 cubic yards.

For your further information we are attaching hereto a schedule of our operations which will show you that the waste was nominal until the quarry was fully developed. This bears out our contention that the test pits did not show the true character of the quarry. The schedule will further show that in the production of 21,000 cubic yards of rock during the period from April 28th.to October 10th.there was but three thousand cubic yards of waste,and from the latter date to the completion of the project we wasted approximately 27,000 cubic yards in the production of some 14,000 cubic yards of material.

In view of these facts we are unable to see how you can claddify the original test pits with the qaurry after same had been opened up.

We still feel that we are entitled to additional compensation and are willing to settle on a basis of fifteen cents (15¢)per cubic yard for the material now in the waste pile,yardage to be determined by cross-section measurement.

It is not our desire to carry this claim to an arbitration board or law suit but if we are unable to reach a satisfactory agreement this is the only course open to us. Kindly let us hear from you at an early date.

Yours very truly,

Joslin & McAllister
By C W Joslin

CWJ:B

Baker-Encina Section

Period	Base course	Top course	Maintenance	Waste
Apr.28-30,1929	180 c.y.			115 c.y.
May 1-10 "	1,0355 "	300 c.y.		160 "
May 11-20 "	1,380 "	530 "		165 "
May 21-31 "	1,375 "	390 "		235 "
Jun. 1-10 "	965 "	360 "		210 "
Jun.11-20 "	830 "	400 "		130 "
Jun.21-30 "	390 "	80 "	340 c.y.	120 "
Jul. 1-10 "	460 "	135 "	105 "	175 "
Jul.11-20 "	1,065 "	285 "	80 "	225 "
Jul.21-31 "	1,295 "	375 "		200 "
Aug. 1-10 "	755 "	305 "	478 "	210 "
Aug.11-20 "	560 "	165 "	310 "	305 "
Aug.21-31 "	640 "	310 "	265 "	205 "
Sep. 1-10 "	625 "	295 "	275 "	190 "
Sep.11-20 "	720 "	290 " x	165 "	235 "
Sep.21-30 "	810 "	405 "		265 "
Oct. 1-10 "	780 "	464 "	985 "	1,475 "
Oct.11-20 "			1,060 "	1,510 "
Oct.21-31 "			1,024 "	1,805 "
Nov. 1-10 "			545 "	825 "
Nov.11-20 "			420 "	940 "
Nov.21-30 "			480 "	900 "
Dec.1 -10 "			460 "	825 "
Dec.11-20 "			560 "	1,005 "
Dec.21-31 "			510 "	1,400 "
Jan. 1-10,1930 "			630 "	1,525 "
Jan.11-20 "			695 "	1,585 "
Jan.21-31 "			825 "	1,330 "
Feb. 1-10 "			620 "	1,405 "
Feb.11-20 "			505 "	1,525 "
Feb.21-28 "				None
Mar. 1-10 "				None
Mar.11-20 "				None
Mar.21-31 "			485 "	950 "
Apr. 1-10 "			555 "	1,010 "
Apr.11-20 "			620 "	1,085 "
Apr.21-30 "			775 "	870 "
May 1-10 "			585 "	1,090 "
May 11-20 "			540 "	1,155 "
May 21-31 "			588 "	1,030 "
Jun. 1-10 "			430 "	945 "
Jun.11-20 "			370 "	860 "
Jun 21-30 "				
Totals	13,865 c.y.	5,089 c.y.	16,285 c.y.	30,195 c.y.

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. Ore.F.A.P. No. 66

POST OFFICE BUILDING
PORTLAND, OREG.

August 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 26 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

Encl.

A4p. 5884

RECEIVED
AUG 1932

Oregon Federal Aid Project No. 66

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 6, 1922, by the State Highway Commission of Oregon, and on August 4, 1922, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on October 6, 1922, August 26, 1929, October 22, 1930, and April 30, 1931, respectively, by the said State Highway Commission, and on October 28, 1922, October 19, 929, November 29, 1930, and June 23, 1931, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 66; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 24.717 miles of road, of which 21.241 miles were surfaced with bituminous macadam and 4.476 miles were surfaced with gravel, and three bridges of more than 20 ft. clear span 0.040 of a mile in length, in Baker County, for which the estimate of cost approved was $642,404.39, and $376,618.67 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of

$628,565.78, and voucher in the sum of $368,386.24 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimate approved therefor to provide for betterments in grades and alignment and the construction of gravel subbase on that portion of the project between stations 1202+29.9 and 1411+50, a distance of 3.835 miles, thereby reducing the length of said project from 25.757 miles to 25.709 miles; at an estimated cost of $58,033.30; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $628,565.78 to $686,599.08, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $368,386.24 to $404,500.36;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of four hundred four thousand, five hundred and 36/100 dollars ($404,500.36) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (e) to read:

> "(e) By the State, in addition to funds heretofore provided, from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> Between survey station 40+50 at the southeasterly city limits of Baker in Sec. 28, T.9 S., R.40 E., W.M., and survey station 1411+50 near the south line of Sec. 2, T.12 S., R.43 E.,W.M. (excepting therefrom that portion between stations 1264+90 and 1271+60), terminal points, a distance of 25.709 miles, known locally as the Old Oregon Trail between LaGrande and Ontario, Baker County, being Oregon Federal Aid Project No. 66, consisting of 25.669 miles of roadway and three bridges of more than 20 ft. clear span 0.040 of a mile in length."

Paragraph (e) of Article III shall read:

> "(e) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $659,654.85, Federal Aid $390,043.95; three bridges, actual cost $26,944.23, Federal Aid paid $14,456.41."

To Article III shall be added paragraphs (g) and (h), to read, respectively:

"(g) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in that portion of said project between stations 1202+29.9 and 1411+50, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon."

"(h) Final payment of Federal funds shall not be made on said project until rights-of-way satisfactory to the Secretary of Agriculture have been obtained for those portions of said project which encroach upon the right-of-way of the O.W.R.R. & N. Co. railroad."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of four hundred four thousand, five hundred and 36/100 dollars ($404,500.36), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of six hundred eighty-six thousand, five hundred ninety-nine and 08/100 dollars ($686,599.08), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 29th day of July, 1932, and the Secretary of Agriculture on the 17th day of August, 1932.

OREGON STATE HIGHWAY COMMISSION

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 66.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 66, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 686,599.08 in lieu of the previous actual payment of $368,386.24 as the total estimated cost of said project, and the sum of $ 404,500.36/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 17th day of August, one thousand nine hundred and Thirty-two

M. L. Marvin.
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

July 28, 1932

RECEIVED
JUL 29 1932
OREGON STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir: Re: Oregon F.A.P. No. 66 (2nd Reopening)

We are forwarding herewith three copies of proposed project agreement, as amended, for signature and return to this office.

Will you kindly advise whether the easements covering encroachments on this project between stations 1332+50 and 1340+25, also between 1397+70 and 1411+50, have yet been secured.

Your attention is invited to the fact that the plan sheets Nos. 7, 8, and 9 for this project do not show the width of right-of-way on the side adjacent to the railroad. Will you please send us corrected prints of these plan sheets.

Deficiency allowance is computed on the basis of maximum of $20,000 per mile. The increased mileage limitation is applicable to all projects on which actual construction work had not begun on June 30, 1921. For this project the rate per mile to be used in the computation should be $24,454.69.

An approved copy of the detail estimate, upon which this modified project agreement was based, and one copy of the approved specifications are herewith enclosed.

Will you kindly have the enclosed agreements signed and forwarded here as soon as possible, as the first voucher for this project cannot be transmitted for payment until the modified project agreements have been signed.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

July 2, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Durkee-Nelson Unit of the Baker-Nelson Section, Project No. 66 Reopened.

In accord with the request contained in your letter of May 6th, a revised title sheet has been prepared to cover all units on Project No. 66, and five blueprint copies of this sheet are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department

Project No. 66 (2nd Resp.)

DURKEE-HUNTINGTON UNIT OF THE

BAKER-WELSER SECTION OF THE

OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, July 1st, 1932.

Statement of Completed Work

Original Project

Final Cost on Roadway (Excluding bridges over 20' span)

Agreement Estimate	
Engineering ($14,354.79 x 93.497%)	$ 232,473.00
Overrun	13,421.30
Contingencies	27,316.42
	1,193.92
	$ 274,368.64

Final Cost on Bridges

Final Quantities	
Engineering ($14,354.79 x 6.503%)	$ 18,065.24
Contingencies	933.49
	2,331.74
	$ 21,330.47

Total Final Cost on Completed Work	$ 295,699.11
Federal Aid Paid on Roadway ($168,583.31 x 93.497%)	157,620.34
" " " " Bridges ($168,583.31 x 6.503%)	10,962.97
Total Federal Aid Paid (Fiscal Year 1922)	$ 168,583.31

Length of Roadway (Excluding Bridges)		26.017 miles	
" " Unity Overcrossing	110 feet		
" " Alder Creek Bridge	44 "		
" " Prichard Creek Bridge	60 "		
" " Durkee Undercrossing	670 "		
	884 feet	0.167 miles	
Total Length		26.185 miles	
Cost per mile, Roadway			$ 10,545.74
Federal Aid Paid per Mile, Roadway			$ 6,058.33

First Reopening

Baker - Durkee Unit (Sta. 40+70 to Sta. 1202+29.9 - Sta. 1214+96.0, (original project)

Final Cost on Roadway		$ 303,046.99
Engineering and Engineer		24,206.92
Total.....		$ 327,253.91
Final cost on Alder Creek Bridge		$ 5,214.26
Engr. and Contr.		399.50
Total.....		$ 5,613.76
Federal Aid paid on Roadway		$ 196,339.69
Emergency Advance Fund paid on Roadway		30,000.34
Federal Aid paid on Alder Creek Bridge		3,493.44
Revised length of Baker-Durkee Unit (gross)	21.874 miles	
Length of Unity Overcrossing	110 feet	
" " Alder Creek Bridge	44 "	
" " Pritchard Creek Bridge	60 "	
" " Non-participation section (Sta. 779+99.5 to 811+31.2)	3131.7 feet	
Total.....	3345.7 feet	0.634 miles
Revised length of Baker-Durkee Unit (net)	21.240 "	
Original length of Baker-Durkee Unit (net)	21.541 "	
Cost per mile, Roadway		$ 15,407.38
Federal Aid, per mile		$ 9,242.44

New Work Roadway

Grading, Durkee-Haines Unit (Sta. 1202+29.9 to Sta. 1411+50)

All Required	Clearing and Grubbing		$ 617.33
70,000 cu. yds.	Common Excavation	$ 0.34	23,800.00
7,800 " "	Solid Rock Excavation	0.34	2,652.00
52,000 yd. sta.	Overhaul	0.005	260.00
21,000 yd. mi.	Trunk Haul	0.10	2,100.00
29,000 cu. yds.	Gravel Topping	0.29	8,410.00
49,000 yd. mi.	Hauling Gravel Topping	0.10	4,900.00
5,000 cu. yds.	Salvaging Surfacing Materials	0.40	2,000.00
5,000 cu. yds.	Handling Salv. Matls. thru Stockpiles	0.30	1,500.00

5,000	yd. mi.	Hauling Salvaged Materials	$0.10	$	500.00
18	cu. yds.	Class "A" Concrete	25.00		450.00
340	lin. ft.	Salvaging and Reinstall. Culvert Pipe	0.50		170.00
330	" "	18" Corr. Galv. Iron Pipe	1.50		495.00
240	" "	24" " " " "	2.30		552.00
70	" "	36" " " " "	3.80		266.00
110	" "	18" " " " Siphon Pipe	2.00		220.00
60	" "	24" Concrete Pipe	3.50		210.00
30	" "	18" Concrete Siphon Pipe	3.00		90.00
					$3,276.75

Structures - less than 20 ft. spans

240	cu. yds.	Excavation	1.00	$ 240.00
100	" "	Class "A" Concrete	16.00	1,600.00
46	" "	Class "D" Concrete	16.00	736.00
16,600	lbs.	Metal Reinforcement	0.05	830.00
All Required		Maintenance of Traffic		75.00
				$ 3,481.00

	$54,757.75
10% Engr. & Cont.	3,275.75
Total,.....	$ 58,033.50

Revised length, Durkee-Nelson Unit (gross)		3.962 miles
Durkee Undercrossing	670 lin. ft.	.127 "
Revised length, Durkee-Nelson Unit (net)		3.835 "
Cost per mile, new work	$15,376.06	
Original length of Durkee-Nelson Unit (net)		3.893 "

Federal Aid paid on Durkee-Nelson Unit

$6058.35 x $\frac{3.893}{3.835}$ $6,134.17

Deficiency $\frac{20,000.00 - 6,134.17}{20,000.00}$ .69329

Federal Aid per mile allowable on new work,

$18,669.00 x .69329 $12,980.36

Federal Aid requested on new work -

62.23% of $58,033.50 $36,114.12

SUMMARY

Item	Total Cost	Federal Aid	Federal Aid Non Bike	Reservation Advance Funds	State Funds
BAKER-BURNT HILL					
Original Project (Reopened Portion)					
Roadway	$ 227,193.89	$130,593.32	$ 6,144.20	$ --	$96,662.77
Unity Overcrossing & Pritchard Crk. Bridge	21,339.47	10,982.97	--	--	10,357.50
	$248,496.36	$141,466.09			$ 107,030.27
First Reconstruct					
Roadway	$327,250.91	$196,309.49	$ 9,842.44	$30,008.14	$ 100,933.28
Alder Creek Bridge	5,613.76	3,493.44			2,120.32
	$332,866.67	$199,802.93		$30,008.14	$ 103,053.60
Non-Reconst Portion (Sta. 799+99.5 to Sta. 811+31.2)					
Roadway	$ 6,253.62	$ 3,592.61	$ 6,058.36	$	$ 2,661.01
Sub-totals:					
Roadway	$560,672.42	$330,495.89		$30,008.14	$ 200,259.06
Bridges	$ 26,944.23	$ 14,456.41			$ 12,487.82
DERBY-NELSON UNIT					
Original Project:					
Roadway	$ 40,949.13	$ 23,524.61	$ 6,134.17		$ 17,424.52
New Work:					
Roadway	$ 58,033.30	36,114.12 (62.23%)	9,416.98		21,919.18
Sub-Totals	$ 98,982.43	$59,638.73			$ 39,343.70
Totals (All Work):					
Roadway	$659,654.85	$390,043.95		$30,008.14	$239,602.76
Bridges	26,944.23	14,456.41		--	12,487.82
	$ 686,599.08	$404,500.36		$30,008.14	$252,090.58

	Original Units	Revised Units
Baker-Durkee Unit		
Roadway (reopened portion)	21.3411	21.2408
(non-reopened portion)	.5931	.5931
Unity Overcrossing, Pritchard Creek Bridge and Alder Creek Bridge	.0405	.0405
	22.1747	22.0744
Durkee-Nelson Unit		
Roadway	3.8834	3.8352
Durkee Undercrossing	.1268	.1268
	4.0102	3.9620
Totals		
Roadway	26.0176	25.6689
Bridge	.1674	.1674
	26.185	25.836

Lengths used for pro-rating original work:

Baker-Durkee Unit	21.541 miles
Durkee-Nelson Unit	3.883 "
Non-reopened roadway	.593 "
	26.017 miles

State funds for Construction: Chapter 173, Laws 1917; Chapter 31, Laws 1929.

State funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No._____

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
MAY 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

May 6, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon F.A.P. No. 66, Reopened.

As this project has been modified a number of times, it is requested that when submitting the estimate revised to contract prices, a new title sheet be submitted, showing the project as now constructed.

Very truly yours,

W.H.LYNCH
District Engineer

(A)

Federal Aid Paid per Mile, Roadway $ 6,058.85

PR-66

Oregon State Highway Department — Project No. 66 (And Bumps)

BAKER - NELSON SECTION OF THE

OLD OREGON TRAIL IN BAKER COUNTY

(Estimate with plans for the Durkee - Nelson Unit) (Structures on)
(Not as basis for modified agreement)

Salem, Oregon, April 5, 1938

Statement of Completed Work

Original Project

Final Cost on Roadway (Excluding bridges over 20' span)

Agreement Estimate		$232,455.00
Engineering ($14,354.79 x 95.497%)		13,421.50
Overrun		27,516.42
Contingencies		1,195.92
		$274,588.84

Final Cost on Bridges

Final Quantities		$ 18,066.24
Engineering ($14,354.79 x 6.503%)		933.49
Contingencies		2,531.74
		$ 21,530.47

(A)

Total Final Cost on Completed Work		$295,699.11
Federal Aid Paid on Roadway ($168,583.81 x 93.497%)		157,620.54
" " " " Bridges ($168,583.81 x 6.503%)		10,962.97
Total Federal Aid Paid (Fiscal Year 19[illegible])		$168,583.51

Length of Roadway (Excluding Bridges)		26.017 miles	
" " Unity Overcrossing	110 feet		
" " Alder Creek Bridge	44 "		
" " Prichard Creek Bridge	60 "		
" " Durkee Undercrossing	670 "		
	884 feet	0.167 miles	
Total Length		26.185 miles	
Cost per mile, Roadway			$10,845.74
Federal Aid Paid per Mile, Roadway			$ 6,058.55

(1)

First Beginning.

Baker - Durkee Unit (Sta. 40 ∠ 50 to Sta. 1202 ∠ 29[2] - Sta. 1214 ∠ 96[2] ,
(original project))

Final Cost on Roadway		$303,046.80
Engineering and Engineer		24,235.81
	Total	$327,282.61
Final Cost on Alder Creek Bridge		$ 5,214.28
Engr. and Const.		399.48
	Total	$ 5,613.76
Federal Aid Paid on Roadway -		$198,309.48
Emergency Advance Fund Paid on Roadway		30,008.14
Federal Aid Paid on Alder Creek Bridge		5,495.44

Revised length of Baker - Durkee Unit (gross)			21.874 miles
Length of Unity Overcrossing	110 feet		
" " Alder Creek Bridge	44 "		
" " Pritchard Creek Bridge	60 "		
" " Non-participation section (Sta. 779 ∠ 99.5 to 811 ∠ 51.2)	3151.7 feet		
Total	3345.7 feet	0.634	"
Revised length of Baker-Durkee Unit (net)		21.240	"
Original length of Baker - Durkee Unit (net)		21.541	"

Cost per mile, Roadway	$15,407.38
Federal Aid, per mile	$ 9,241.44

Oregon State Highway Department — Project No 66 (Std Resp)

Burnt - Nelson Limit of the
Baker - Nelson Junction of the
Old Oregon Trail in Baker County

(Estimate as basis for modified agreement.
Based on low bid prices)

Salem Oregon June 1932

Copy (A)

Structures - less than 20' span:

240 Cu	Excavation	1.00	240.00
100 "	Class A Concrete	16.00	1600.00
46 "	" D "	16.00	736.00
16,600 Lbs	Metal Reinforcement	.05	830.00
All Required	Maintenance of Traffic		75.00
			$ 3481.00
			$ 52,757.55
	10% Engr & Cont		$ 2757.55
	Total		$ 58,039.30

16,000 lbs Metal Reinforcement .05 ct. $ 30.00 ✓
All Required Maintenance of Traffic 100.00 ✓
$ 1330.00 ✓
$ 53,606.55 ✓
Total 21 Bridges 3 Count $ 60.65 ✓
$ 53,967.20 ✓

Revised length, Dunkee-Nelson Limit (Gross) 3.962 miles
Dunkee Undercrossing 670 sf .127 "
Revised length, Dunkee-Nelson Limit (net) 3.835 ✓ "
Cost per mile, new work, $ 15,376.06 ✓
Original length of Dunkee-Nelson Limit (net) 3.883 ✓ "

Federal Aid paid on Dunkee-Nelson Limit
$ 60 58.35 ✓ x 3.883 ✓ / 3.835 ✓ $ 6134.17 ✓

Deficiency - 20,000.00 - 6134.17 / 20,000.00 .69329 ✓

Federal Aid per mile allowable on new work,
$ 18,669.00 x .69529 $ 12,980.36 ✓

Federal Aid Required on new work -
62.23 % of $ 58,033.30 $ 36.114.12

SUMMARY

Item	Total Cost	Federal Aid	Federal Aid Par Hile	Emergency Advance Funds	State Funds
BAKER - BURKER UNIT					
Original Project (Reopened Portion)					
Roadway Unity Over-Crossing and Prichard Cr. Bridge	$227,165.89	$130,503.12	$6,144.20		$96,662.77
	21,330.47	10,982.97			10,347.50
	$248,496.36	$141,466.09			$107,030.27
First Reopening:					
Roadway	$527,252.91	$196,509.49	$9,242.44	$50,008.14	$100,935.28
Alder Cr. Bridge	5,613.76	3,493.44			2,120.32
	$532,866.67	$199,802.93	$9,242.44	$50,008.14	$103,055.60
Non-Reopened Portion (Sta. 799 + 99.5 to Sta. 811 + 31.2)					
Roadway	$ 6,255.61	$ 3,591.61	$2,058.36	$	$ 2,681.01
Sub-Totals:					
Roadway	$560,672.42	$330,405.22		$50,008.14	$200,259.08
Bridges	$ 26,944.23	$ 14,456.41			$ 12,487.82
BURKER - NELSON UNIT					
Original Project:					
Roadway	$ 40,949.15	$ 23,524.61	$6,134.17		$17,424.54
Key Work:					
Roadway	$ 58,933.50	$ 36,673.69	$ 9,416.98		$ 12,842.83
			$ 9,500.00		
Sub-Totals	$ 99,882.65	$ 60,198.30			$ 30,267.35
Totals (All Work):					
Roadway	$660,554.06	$390,503.52	$50,008.14		$220,542.70
Bridges	26,944.23	14,456.41			12,487.82
	$687,498.29	$405,059.93	$50,008.14		$232,430.21

LENGTHS

	Original Units	Revised Units
Baker - Durkee Unit:		
Road way (reopened portion)	21.5411	21.2406
(non-reopened portion)	.5951	.5951
Unity Over-crossing, Prichard Creek Bridge and Alder Creek Bridge	.0405	.0405
	22.1747	21.8742
Durkee - Nelson Unit:		
Roadway	3.8834	3.8552
Durkee Under-crossing	.1268	.1268
	4.0102	3.9820
Totals:		
Roadway	26.0178	25.6958
Bridge	.1674	.1674
	26.185	25.863

Lengths used for pro-rating original work:

Baker - Durkee Unit	21.541 miles
Durkee - Nelson Unit	3.885 "
Non-reopened roadway	.595 "
	26.017 "

State funds for const.: Chap 175, Laws 1917. Chap 31, Laws 1920
maint: Chap 111, Laws 1927

CONTRACT #1062,

SEE:

CONTRACT #525,

5

1042 JFF: Contra t 505

CONTRACT #1064,

PR 25 The Dalles-John Day River Sec. 1929

1064

P1125

STENCIL NO. 124

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.E.F.A.P. No. 25

Post Office Building
Portland, Oregon.

Nov. 27, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L. J. Caufield
L. J. Caufield
Highway Engineer.

P.S. Enclosed also is an approved copy of the detail estimate upon which the modified project agreement was based.

A4pr6276

Oregon Emergency Federal Aid Project No. 25.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 7, 1920, by the State Highway Commission of Oregon, and on April 22, 1920, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on January 4, 1921, June 3, 1929, and April 18, 1931, respectively, by the said State Highway Commission, and on December 4, 1920, December 26, 1929, and May 14, 1931, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 25; and

WHEREAS, during the progress of construction work, in order to complete the project in accordance with the approved plans and specifications, it has been found necessary to increase the quantities of a number of items; and by reason thereof the said State Highway Commission has requested that the estimate of cost approved for said project be increased from $548,735.97 to $557,085.30, that the Federal Aid approved for said project be increased from $269,471.91 to $270,113.96, and that the "Advance Funds" allotted to said project be increased from $12,977.73 to $20,685.01;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of two hundred seventy thousand, one hundred thirteen and 96/100 dollars ($270,113.96) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Paragraph (b) of Article III shall read:

> "(b) By the State, in addition to funds heretofore provided, $20,685.01, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds', together with any additional amount necessary to cover the State's share of the cost of construction, shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraph (d) of Article III shall read:

> "(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $527,961.21, Federal Aid $257,126.15; two bridges, approved estimate $29,124.09, Federal Aid $12,987.81."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of two hundred seventy-thousand, one hundred thirteen and 96/100 dollars ($270,113.96), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of five hundred fifty-seven thousand, eighty-five and 30/100 dollars ($557,085.30), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 22nd day of October 1931, and the Secretary of Agriculture on the 13th day of November, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By _____
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By _____
Member, State Highway Commission

_____
Acting Secretary of Agriculture

Oregon Emergency Federal Aid Project No. 25.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road be[redacted]

[redacted] locally known as [redacted] and designated in the records of this Department as Project No. 25, State of Oregon

Emergency Federal Aid

SECOND. That in accordance with said provisions I have approved the sum of $ 557,085.30 in lieu of the $269,471.91 approved by Certificate of May 14, 1931, as the total estimated cost of said project, and the sum of $ 270,113.96 / authorized Federal pro rata share as the share of the United States, payable under said acts on account of such project, which does not exceed the/p[redacted] of said total estimated cost.

Done at the city of Washington, this 13th day of November one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

RECEIVED NOV 23 1931 REGIONAL HEADQUARTERS BUREAU OF PUBLIC ROADS SAN FRANCISCO

C. W. Marvin
Acting Secretary of Agriculture.

#1064

April 19, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 17th, requesting the dates of beginning and completion of work under contract No. 1064 on Projects Nos. 25 and 37.

Please be advised that work began on this contract on February 25, 1929, and was completed on August 30, 1930. An overrun occurred of the specified date of completion and copies of the minutes of the meeting by the Highway Commission, concerning the granting of a time extension, are enclosed herewith.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

EXCERPT FROM MINUTES OF MEETING

OF THE OREGON STATE HIGHWAY COMMISSION

ON AUGUST 26, 1932

H. E. Schmeer, contract No. 1064, furnishing betterment materials on The Dalles-John Day River Section of the Columbia River Highway, Wasco and Sherman Counties, requested an extension of time to September 15. The Engineer recommended that the extension requested be granted without penalty. Recommendation approved by the Commission.

pfr 25

October 21, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of October 19th, we have prepared a revised statement covering the engineering and contingencies which were incurred on Project 25-A, itemizing the cost of sprinkling by state forces. Due to eliminating the item of equipment rental from the cost of sprinkling, the total amount claimed for engineering and contingencies has been reduced to $2,515.00. We have, accordingly, prepared a revised voucher, four copies of which are enclosed herewith, which shows the total amount of work done to be $55,717.26.

For the reason that the mileage limitation applies on the amount of Federal Aid collectable on this work, we have assumed that $15,619.78, the amount of Federal Aid funds set up in the agreement estimate of October 6th, 1931, is the amount to be collected from Federal Aid funds for work on this project. Accordingly, we have computed the total amount collectable from Emergency funds to be the difference between $55,717.26 and $15,619.78, or $20,097.48. This voucher is, therefore, submitted for the amount of $8,119.75, which consists of $1,000.00 from Federal Aid funds and $7,119.75 from Emergency funds.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Prebert,
Office Engineer.

Dict. by J. W. Nash/ER.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

October 19, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the voucher submitted October 6, 1931, on Oregon Emergency Federal Aid Project No. 25-A, in the amount of $12,637.91. The voucher submitted September 26, 1931, has been passed for payment in the amount claimed, $4,211.36. This brings the total previous payments of Federal Aid and Advance Funds to $12,000.00 and $12,977.73 respectively.

We have accordingly reduced this voucher and will recommend payment of $7,267.29 from Advance Funds and $1,159.26 Federal Aid. The total payments of Federal Aid and Advance Funds will then be $13,159.26 and $20,245.02 respectively.

This voucher will be held in this office pending the receipt of an itemized statement of the cost of sprinkling by State Forces. Kindly submit this statement as soon as possible in order that final payment of Emergency Funds may be made without delay.

Very truly yours,

W. H. LYNCH
District Engineer

By H. J. Canfield
H. J. Canfield
Highway Engineer

A 4pr 6276

Oregon Emergency Federal Aid Project No. 25.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 7, 1920, by the State Highway Commission of Oregon, and on April 22, 1920, by the Acting Secretary of Agriculture, as amended by "Modifications of Project Agreement" signed on January 4, 1921, and June 3, 1929, respectively, by the said State Highway Commission, and on December 4, 1920, and December 26, 1929, respectively, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 25, now designated as Oregon Emergency Federal Aid Project No. 25; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimates approved for said project to provide for widening the roadway and betterments in grades and alignment on the westerly 4.761 miles thereof between survey stations 517+19 and 264+35, thereby reducing the length of said project from 14.810 miles to 14.779 miles; and by reason thereof has requested that the estimate of cost approved for said project be increased from $522,750.51 to $548,735.97, and that the Federal funds approved and set aside to the credit of said project be increased from $256,494.18 to $269,471.91; and

WHEREAS, the said State Highway Commission has requested that "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.) be provided to cover the State's share of the cost of construction, eligible thereto:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of two hundred sixty-nine thousand, four hundred seventy-one and 91/100 dollars ($269,471.91) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added paragraph (b) to read:

"(b) By the State, in addition to funds heretofore provided, $12,977.73, which may be provided in whole or in part from the State's apportionment of 'Advance Funds' under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such 'Advance Funds', together with any additional amount necessary to cover the State's share of the cost of construction shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between a point on the east bank of the Deschutes River and a point on the west bank of the John Day River, terminal points, a distance of 14.779 miles, known locally as The Dalles-John Day River Section of the Columbia River Highway, between The Dalles and Arlington, Sherman County, being Oregon Emergency Federal Aid Project No. 25, consisting of 14.702 miles of roadway and two bridges of more than 20 ft. clear span 0.077 of a mile in length."

Paragraph (d) of Article III shall read:

"(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $519,611.55, Federal Aid $256,484.10; two bridges, approved estimate $29,124.09, Federal Aid $12,987.81."

To Article III shall be added paragraph (e) to read:

"(e) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of 'Advance Funds' under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project

shall not in any event exceed the sum of two hundred sixty-nine thousand, four hundred seventy-one and 91/100 dollars ($269,471.91), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of five hundred forty-eight thousand, seven hundred thirty-five and 97/100 dollars ($548,735.97), the approved total estimated cost of said project."

Article VI shall read:

"Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 18th day of April, 1931, and the Secretary of Agriculture on the 14th day of May, 1931.

STATE HIGHWAY COMMISSION OF OREGON

By H. B. Van Duzer
Chairman, State Highway Commission

By
Member, State Highway Commission

By
Member, State Highway Commission

Acting Secretary of Agriculture

Oregon Emergency F.A.P. No. 25

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between a point on the east bank of the Deschutes River and a point on the west bank of the John Day River,

locally known as The Dalles-John Day River Section of the Columbia River Highway between The Dalles and Arlington, Sherman County, and designated in the records of this Department as Project No. Emergency Federal Aid 25, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $348,735.97 in lieu of the $256,494.18 approved by Certificate of December 26, 1929, as the total estimated cost of said project, and the sum of $269,471.91/ as the share of the United States, payable under said acts on account of such project, which does not exceed the/ authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 14th day of May one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. M. Evans
Acting *Secretary of Agriculture.*

GOVERNMENT PRINTING OFFICE 5—4330

March 4, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Across Sherman County Section, Project No. 25, reopened.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/er.
encl.

Oregon State Highway Department — Emergency Project No. 25 (Reap)

ACROSS SHERMAN COUNTY SECTION

OF THE COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate as basis for modified agreement. Based on low bid prices for regrading and bituminous aggregate and estimated costs for constructing bituminous macadam wearing surface.)

Salem, Oregon, March 3, 1931.

Completed Work as Shown by Final Voucher

Final cost of Roadway (Incl. bridges over 20' span)		$306,667.51
Engineering and contingencies		60,604.41
	Total.	$367,271.92
Final cost of Fulton Canyon and Spanish Gulch Bridge		26,918.79
Engineering and contingencies		2,220.20
	Total.	$ 29,138.99
	Total cost on completed work	$396,396.91

Federal Aid paid on Roadway	$164,887.80	
" " " " Bridges	12,957.31	
Total Federal Aid (F. Y. 1921)	$177,845.11	
Length of Roadway, excluding Bridges		14.735 Miles
Fulton Canyon Bridge	20 ft.	
Spanish Gulch Bridge (corrected length)	378.4 ft.	
Total	404.4 ft.	0.077 Miles
Length of Project, including Bridges		14.810 Miles
Cost per mile, roadway	$24,928.82	
Federal Aid paid per mile, roadway	$11,169.66	

NEW WORK - ROADWAY

Bituminous Macadam Wearing Surface (Total Project)

7,400 cu. yds.	Crude Oil Rock in Stock Piles	$1.40	$10,360.00
6,300 cu. yds.	" " " " " "	1.40	8,820.00
2,600 cu. yds.	" " " " " "	1.60	4,160.00
2,600 cu. yds.	" " " " " "	1.60	4,160.00
600 cu. yds.	Sand or Fine Screenings	0.00	0.00
270,000 Gals	No. 3 Oil	0.078	20,650.00

18,300 cu. yds.	Constr. Wearing Surf. (Type "A")		$5.40	$98,820.00
700 cu. yds.	" " " (Type "B")		5.70	3,990.00
		Sub-total		$114,990.00
		10% Engr. & Cont.		11,499.00
		Total		$126,489.00

Regrading (Sta. 264/35 to Sta. 517/49.0)

All Required	Clearing and Grubbing	Lump Sum	$ 73.45
22,800 cu. yds.	Common Excavation	$0.22	5,034.00
3,600 cu. yds.	Intermediate Excavation	0.45	1,620.00
1,800 cu. yds.	Solid Rock Excavation	1.05	1,890.00
5,300 yd. sta.	Overhaul	0.05	150.00
15,100 yd. mi.	Truck Haul	0.15	2,265.00
130 lin. ft.	12" Galv. Corr. Iron Pipe	1.10	143.00
310 " "	18" " " " "	1.75	542.50
105 " "	24" " " " "	2.25	241.25
80 " "	48" Concrete Pipe	3.85	307.80
12,900 cu. yds.	Gravel Topping	0.28	3,612.00
30,800 yd. mi.	Hauling Gravel, Truck Measure	0.14	4,312.00
4,240 cu. yds.	Salvaging Sanfacing Materials	0.30	1,120.00
2,250 cu. yds.	Earth Fillet	0.30	675.00
3,120 yd. mi.	Fillet Haul	0.15	515.80
700 lin. ft.	8" Perforated Concrete Pipe	0.45	315.00
100 cu. yds.	Gravel Backfill	1.00	100.00
	Sub-total		$ 23,536.08
	10% Engr. & Cont.		2,359.38
	Total		$ 25,955.46

Original length of project, excluding Bridges 14.733 miles
Revised length of roadway under Bituminous Macadam Project, Excluding Bridges 14.702 "
Cost per mile Bituminous Macadam Project $8,596.41

Original length of grading unit (Sta. 264/35 to Sta. 591/91.2) (Exclu. Bridges) 4.812 "
Revised " " " " (" " " " ") (" ") 4.775 "
Cost per mile, regrading project $5,435.69

Adjusted Federal Aid per mile = $164,857.30 ÷ 14.702 = $11,213.25

Deficiency $\frac{20,000 - \$11,213.25}{20,000} = .43933$

.43933 x $18,669.00 = $8,201.85

Estimated percentage of work completed on September 1, 1931. 100%

EXHIBIT

Item	Total Cost	Federal Aid		Federal Aid Per Mile	Govt. Emergency Funds	State Funds
New Work						
Mile Inc. Project	($16,384.80	$ 78,649.07	(82.12%)	$ 5,243.94	- -	$ 67,735.73
Regrading Unit	15,756.45	7,706.65	(49%)	1,620.70	$14,275.80	(91%) 1,480.65
Totals (New Work)	($32,141.25	$ 86,455.72			$14,275.80	$ 69,216.38
Old Work						
Roadway	$367,271.91	$154,857.39		$11,213.15	- -	$212,414.52
All Work (Roadway)	$319,411.96	($241,193.00			$14,275.80	($282,045.35
2 Bridges	55,134.00	18,987.61		- -	- -	16,134.00
Totals (All Work)	$368,725.97	($254,880.61			$14,275.80	($270,179.66

Federal Aid Per Mile

Sta. 203/84.5 to 0/00 to Sta. 254/56.0
Bituminous Macadam $3,249.84

Sta. 254/56 to Sta. 317/49.0
Bituminous Macadam $3,249.84
Regrading 1,620.70
$4,870.54

State funds for Construction; Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for Maintenance; Chapter 41, Laws 1927.

FORM S-A-1 S-18066 1500 11-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR25

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

January 23, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Clyde Equipment Company
555 Thurman Street
Portland, Oregon.

Attention: H. R. LaBonte, Treas.

Gentlemen:

Replying to your inquiry of January 21st concerning the final payment due H. E. Schmeer, contractor, I would say that the voucher in the amount of $8,319.24 covering final payment on contract 1064 for furnishing betterment material from The Dalles to the John Day River, has been signed by the contractor and was sent to the State Highway Commission for approval on January 20th. Upon its return from the Commission, which should be within the next few days, it will be sent to the secretary of state for final audit and issuance of the warrant.

Under our usual requirements we have given ten days notice to the surety company, which term will expire and the check be released on January 30th unless we are advised otherwise by the surety company prior to that date.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F Smith

Auditor.

CFS L
cc H. B. Glaisyer, Office.

PR 25

Jan. 15, 1931.

Mr. Arthur Jesse,
Hillsboro, Oregon.

Dear Sir:

As requested in your letter of December 16th, addressed to Resident Engineer C. C. Stevens, we are sending to you herewith our estimate of the quantities of hauling work performed in connection with the H. E. Schmeer contract for the furnishing of betterment materials for The Dalles-John Day River Section of the Columbia River Highway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

cc to H. E. Schmeer,
685 E. 12th St. N.,
Portland, Oregon.

cc to C. W. Wanner,
Bend, Oregon.

cc to C. C. Stevens,
The Dalles, Oregon.

ESTIMATE OF QUANTITIES OF HAULING

PERFORMED BY SUB-CONTRACTOR ARTHUR JESSE

ON THE DALLES-JOHN DAY RIVER ROCK

PRODUCTION PROJECT, CONTRACT NO. 1064

Location of Stock Pile (mile point)	Cu. Yds. of Materials			Haul Distance (Miles)	Yd. Miles of Hauling		
	Materials in Stock Piles	Materials in Trucks	Screen Rejections		Materials in Stock Piles	Materials in Trucks	Screen Rejections
93.11	612.5	464.0	171.4	5.06	3,099.25	2352.00	867.28
95.07	3165.7	64.0	169.2	5.21	10,161.90	284.00	543.13
97.7	351.2	---	121.9	.47	175.60	---	60.95
98.2	4217.4	4602.0	492.2	.03	2,108.70	2301.00	246.10
100.45	3767.1	32.5	278.5	2.28	8,588.99	81.25	634.98
103.9	3007.6	---	---	4.47	13,443.97	---	---
105.85	4749.4	92.0	163.8	2.52	11,968.49	276.00	412.78
107.56	9157.6	46.0	344.3	.82	7,509.23	46.00	282.33
108.31	---	82.0	---	.60	---	82.00	---
110.84	3370.5	---	161.1	3.23	10,886.72	---	520.35
115.11	4919.5	34.0	229.8	2.56	12,593.92	102.00	588.29
117.45	7535.7	8.0	364.4	.24	3,767.85	4.00	182.20
119.25	3902.5	---	251.1	1.58	6,165.95	---	396.74
On Road	---	265.0	---	---	---	1293.00	---
Totals	48756.7	5689.5	2747.7		90,470.57	6,961.25	4,736.13

Salem, Oregon,
January 15, 1931.

3000—11-29

STATE OF OREGON

HIGHWAY DEPARTMENT

TABULATION SHEET

Hauling Actualy Performed by Hauling Contractor, Arthur Jesse, on The H. E. Schmeer Contract From The Dalles To The John Day River

Mile.	Materials: Stock Piles Cu Yds	Materials: Trucks Cu Yds	Materials: Waste Screenings Cu Yds	Haul distance	Hauling: Stock Pile Materials Cu Yd mi	Hauling: Materials in Trucks Cu Yd mi	Hauling: Waste Screenings Cu Yd mi
93 11	612.5	464.0	171.4	5.06	3099.25	2552.00	867.28
95 91	3165.7	64.0	169.2	3.21	10,161.90	224.00	543.13
97 1	351.2	—	121.9	.47	175.60	—	60.95
98 2	4217.4	4,602.0	492.2	.03	2,108.70	2301.00	246.10
100 45	7767.1	32.5	278.5	2.28	8,588.99	81.25	634.98
103 1	3,007.6	—	—	4.47	13,443.97	—	—
105 85	4,749.4	92.0	163.8	2.52	11,968.49	276.00	412.78
107 55	9,157.6	46.0	344.3	.82	7,509.23	46.00	282.33
108 31	—	82.0	—	.60	—	82.00	—
110 84	3,370.5	—	161.1	3.23	10,886.72	—	520.35
115 11	4,919.5	34.0	227.8	2.56	12,593.92	102.00	588.29
117 43	7,535.7	8.0	364.4	.24	3,767.85	4.00	182.20
119 25	3,902.5	—	251.1	1.58	6,165.95	—	396.74
on Road	—	265.0	—	—	—	1293.00	—
Totals	48,756.7	5,639.5	2747.7		90,470.57	6,961.25	4,735.13

Salem, Oregon,
Jan 15, 1931.

...DUZER, CHAIRMAN, PORTLAND
...GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

January 7, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert

Dear Sir:

Attached please find copy of a letter that was addressed to C. C. Slavens relative to the hauling done on H. E. Schmeer's Contract No. 1064.

The hauling was sub let to Jesse and Van Aken who now request that we furnish them with a statement of the yard miles of haul on this job.

Due to various special agreements we had with Schmeer the work done by the hauling contractors was more than appears on the final estimate. As for instance, Schmeer made a stock pile at Mile 103.9. The material in this pile was hauled from the quarry in Fulton Canyon, which quarry is about 0.4 miles south of Mile 108 but paid for as thought it had been hauled from the quarry at Mile 98.2 and stock piled at Mile 100.45, also some 1690 cu. yds. were hauled from quarry at Mile 98.2 and stock piled at Mile 100.45 but was paid for as thought it had been piled at Mile 98.2.

I have had Slavens figure out the haul actually performed by these hauling contractors and the tabulation is attached hereto.

If it is all right to send these men this information, will you please advise me and I will give them the information requested.

Yours very truly C W Wanzer
By [illegible]

kdl:c
encls.

Hillsboro, Oregon
December 26, 1930.

Mr. Jack Slavin
The Dalles, Ore

COPY

Dear Sir:

We are anxious to get our final settlement from Mr. Schmeer and would like to know if you have sent the report in to Salem.

Can you send us a copy so we will know how much we have coming.

Yours truly

(sgd.) Arthur Jesse/

F.D.L.:

Herewith summary of hauling actually performed by Arthur Jore, on the H.E. Schnase Contract also Copies of the the Estimate as Corrected by Salem.

Jack

for the work are being [illegible]

Very truly yours,

ROY E. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EH.

encl.

PR 25

Jan. 15, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
P. O. Box 3200,
Portland, Oregon.

Dear Sirs

We are enclosing herewith six copies of estimate accompanying the revised plans for the regrading of the Deschutes-Biggs Unit of the Sherman County Section, Project No. 25. There are likewise enclosed five bid proposals for this regrading work. Five sets of blueprint plans and one set of original cross-sections for the work are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nosly/ER.

encl.

Oregon State Highway Department — Project No. 25 (Resp.)

ACROSS SHERMAN COUNTY SECTION

ON THE COLUMBIA RIVER HIGHWAY IN SHERMAN COUNTY

(Estimate with revised plans for the regrading of the Deschutes River-Biggs Unit. Not as basis for revised agreement.)

Salem, Oregon, January 13, 1921.

Completed Work as Shown by Final Vouchers

Final cost on roadway (excl. brs. over 20' span)	$306,697.51
Engr. and Cont.	60,574.47
Total	$ 367,271.98
Final cost of Fulton Canyon and Spanish Gulch Bridge	$ 28,918.70
Engr. and Cont.	1,205.39
Total	$30,124.09
Total cost on completed work	$ 397,396.07

Federal Aid paid on Roadway	$134,857.50	
Federal Aid paid on Bridges	12,987.61	
Total Federal Aid (F. Y. 1921	$147,845.11	
Length of Roadway, excluding bridges		14.733 miles
Fulton Canyon Bridge	80 ft.	
Spanish Gulch Br. (corrected length)	374.4 ft.	
Total	454.4 ft.	0.077 miles
Length of Project, including bridges		14.810 miles
Cost per mile, roadway	$24,928.52	
Federal Aid paid per mile, roadway	$11,189.66	

NEW WORK, ROADWAY

Bituminous Macadam Wearing Surface (Total Project)

7,400 cu. yds.	Grade "D" Rock in Stock Piles	$1.40	$10,360.00
6,000 cu. yds.	Grade "C" Rock in Stock Piles	1.40	8,820.00
3,000 cu. yds.	Grade "B" Rock in Stock Piles	1.60	4,160.00
3,000 cu. yds.	Grade "C" Rock in Stock Piles	1.00	4,160.00
600 cu. yds.	Sand or Fine Screenings	--	--
278,000 gals.	No. 3 Oil	.075	20,850.00
18,800 cu. yds.	Constr. Wearing Surf. (Type A)	5.40	83,920.00
700 cu. yds.	Constr. Wearing Surf. (Type B)	3.75	1,625.00
	Sub-total		$114,095.00
	10% Engr. & Cont.		11,409.50
	Total		$125,504.50

Regrading (Sta. 264/35 to Sta. 517/400)

All Required				
20,800 cu. yds.	Clearing and Grubbing			
5,600 cu. yds.	Common Excavation	$ 0.30	.28	$ 1,680.00
1,800 cu. yds.	Intermediate Excavation	0.40	.45	1,440.00
5,300 yd. stas.	Solid Rock Excavation	1.00	.905	1,[illegible]
17,100 yd. mi.	Overhaul	0.05	.03	150.00
180 lin. ft.	Truck Haul	0.25	.16	4,[illegible]
110 lin. ft.	12" Galv. Corr. Iron Pipe	1.50	1.10	165.00
105 lin. ft.	18" Galv. Corr. Iron Pipe	2.50	1.75	775.00
80 lin. ft.	24" Galv. Corr. Iron Pipe	3.50	3.25	367.50
12,900 cu. yds.	48" Concrete Pipe	10.00	8.25	[illegible]
30,800 yd. mi.	Gravel Topping	0.50	.38	7,740.00
2,240 cu. yds.	Hauling Gravel, Truck Haul.	0.16	.14	4,[illegible]
2,250 cu. yds.	Salvaging Surfacing Materials	0.80	.50	1,120.00
3,220 yd. mi.	Earth Filler	0.40	.30	900.00
700 lin. ft.	Filler Haul	0.20	.16	6[illegible]4.00
100 cu. yds.	8" Perforated Concrete Pipe	1.00	.85	700.00
	Gravel backfill	0.50	1.00	50.00

Sub-total - - - - - - - -	$[illegible],235.50
10% Engr. & Cont. - - -	$ [illegible].15
Total- - - - - - - - -	$[illegible],558.65

Original length of Project, excluding bridges 14.753 miles
Revised length of Roadway under Bit. Mac. Project, excluding bridges 14.702 miles
Cost per mile, Bit. Mac. Project, $8,596.41
Original length of regrading unit (Sta. 264/35 to Sta. 501/81.2) (Excl. Br.) 4.612 mi.
Revised length of regrading project (Sta. 264/35 to Sta. 517/49.0) 4.781 miles
Cost per mile, regrading project $7,186.12

4,775 + (excl.)

Adjusted Federal Aid - $11,189.66 x $\frac{14.755}{14.702}$ = $11,213.25

Federal Aid allowable on new work:

$\frac{20,000 - 11,21325}{20,000}$ - .43933 deficiency

.43933 x $18,669 = $8201.85 per mile allowable

SUMMARY

Item	Total Cost	Total Fed. Aid	Fed. Aid Per Mi.	Govt. Emergency Funds	State Funds
New Work					
Bituminous Macadam	$126,384.50	$78,849.07 (62.23%)	$5,349.54	- -	$47,735.43
Regrading Unit	34,356.85	13,636.69 (39.691%)	2,852.31	20,719.96	- -
Totals (work new)	$160,741.35	$92,265.96		$20,719.96	$47,735.43

#1064
28PD
PR 25

January 15, 1951

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: K. V. Lively.

Gentlemen:

Receipt is acknowledged of your letter of January 12th concerning the H. K. Schuster contract No. 1064 - The Ochoco-John Day Section in Sherman and Wasco Counties.

Please be advised that this contract was completed on August 30, 1950. The total amount paid the contractor to date is $71,809.74. The voucher for the final payment which is in amount $8,319.24 was mailed to the contractor for signature on January 9th and as soon as the same has been returned final payment will be made.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

H. B. Gladmyer,
Secretary.

Dict. by J. McFarland.

#1064
Sherman +
Wasco Co

BATES, LIVELY & PEARSON

GENERAL AGENTS
AND INSURANCE BROKERS

YEON BUILDING

PORTLAND, OREGON
January 12, 1931

State Highway Commission,
Salem, Oregon

In Re: Contract No.-1064, furnishing betterment materials on the Columbia River Highway, The Dalles-John Day River Section, Wasco& Sherman Counties, Oregon
Contractor: H. E. Schmeer

Gentlemen:

Please advise us if the above captioned contract has been finished and final payment made on the same, and also advise us of the total contract price.

If it has not yet been completed, please advise us of the percentage completed and the amount paid the contractor on this contract to date.

Thanking you for this information at your early convenience, we beg to remain,

Very truly yours,

BATES, LIVELY & PEARSON,

By K. L. Lively

BVS

Paid to date $71,809.74
Retained $8,319.24
Completed Aug. 30. 1930

Form 39— E-16702—3M—5-30.

OREGON STATE HIGHWAY DEPARTMENT Report #70

FIELD ENGINEER'S WEEKLY REPORT

PP 2-5
NOTED
State Highway Engineer

Date August 31, 1930, 193...

Job name The Dalles - John Day River

Week from Aug 24 to Aug 30

Mail address The Dalles, Oregon.

Highway Columbia River

Telegraph or telephone address ditto

County Wasco- Sherman Job prefix 28 PD

Express and freight address ditto

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

"Betterment Materials"

The contractor finished crushing materials on Saturday, August 30. The materials in the stock piles are satisfactory.

All of the materials have been measured with the exception of one pile at MP 107.50, near the plant. This will be measured within a few days.

All of the stock piles from the set up at MP 98.20 have been measured figured and checked; most of them have been plotted. All other piles on the job have been measured, with the exception noted above, but none have been figured checked or plotted. Without additional help it will be some time before the final estimate can be prepared.

RECEIVED
SEP 2 1930
STATE HIGHWAY ENGINEER
SALEM, OREGON

(See back of this sheet for instructions and detailed information.)

Signed C. C. Slavens

C. C. Slavens

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project .....

Miles completed .....

Miles completed except finishing .....

Total cubic yards in project .....

Cubic yards moved to date .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project 28.3

Miles completed 28.3

Miles partially done .....

Total cubic yards in project 52,000

Cubic yards produced to date 54,000

Average daily yardage produced this week 79

Average daily yardage necessary to complete on time Time expired

Contractor's average force for week 9 *men,*

..... *teams,* 2 *trucks*

Project will be completed about August 31, 1930

Number of men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project .....

Miles paving completed .....

Total square yards in project .....

Square yards completed to date .....

Average daily square yards this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Job will be completed about .....

Number men in Engineering Party .....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ..... *Percentage* .....
2. ..... *Percentage* .....
3. ..... *Percentage* .....
4. ..... *Percentage* .....

#1064
2800

FR25

May 27, 1950

Shell Company of California,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of yesterday concerning H. E. Schmeer, contractor.

Please be advised that Mr. Schmeer has contract No. 1064 which is The Dalles-John Day Section of Columbia River Highway in Sherman and Wasco Counties. This contract consists of the furnishing of maintenance materials. The bond in connection with this contract was furnished by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson, Yeon Bldg., Portland, Oregon, are the resident agents. The amount of the bond is $50,000.00 and the amount of the contract is $64,894.50. The completion date of this contract is July 31, 1950.

Very truly yours,

ROY A. KLEEN,
State Highway Engineer,

By

H. E. Glaisyer,
Chief Clerk.

Dict. by J. McFarland.

SHELL OIL COMPANY

1020 CHAMBER OF COMMERCE BUILDING

PORTLAND

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

May 26,1930

Mr. Roy A. Klein,
STATE HIGHWAY ENGINEER,
STATE OF OREGON,
Salem, Oregon.

Dear Sir:-

H.E.SCHMEER

We have been informed by Mr. Schmeer, that he has been awarded a contract for crushing and delivering 53,000 yards of gravel along the Columbia Highway. Inasmuch as we are furnishing Mr. Schmeer with his gasoline and lubricating oil requirements on this job, we would appreciate it very much if you would give us the following information:

1. Principal contractor or sub-contractor?

2. Description of work.

3. Name of Bonding Company furnishing surety and name of agent.

4. Amount of job in dollars and amount of bond in dollars.

5. Length of contract and approximate time required to complete and also date set for completion.

Yours very truly,

SHELL OIL COMPANY

A. E. Burroughs.

DEB:N

District Credit Office.

#1064
28 PD

PF 25

May 10, 1930

Aetna Casualty & Surety Company
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the Walther-Williams Company of The Dalles Oregon, that Mr. H. E. Schmeer is indebted to them in the sum of $10.23.

This is in connection with his contract for the furnishing of betterment materials for The Dalles-John Day River Section of the Columbia River Highway.

This information is given you as you appear as surety on the bond furnished by Mr. Schmeer in connection with this contract.

Very truly yours

Roy A. Klein
State Highway Engineer

By

HBG:S
cc H. E. Schmeer

H. B. Glaiqyer
Chief Clerk

May 10, 1930

Walther-Williams Company
The Dalles, Oregon

Gentlemen:

Your letter of the 1st instant, addressed to our resident engineer, Mr. J. H. Bishop at The Dalles, Oregon in which you advise us of your claim in the sum of $10.29 against H. E. Schmeer has been referred to this department for reply.

You do not state in your letter which particular project Mr. Schmeer was working on for which you furnished the materials, but we presume that it is our contract no. 1064 for the furnishing of betterment materials for the Columbia River Highway between The Dalles and John Day River.

In connection with this particular project Mr. Schmeer furnished a surety bond for the protection of labor and material claims and the payment of all just debts, dues and demands incurred against the project. This bond was written by the Aetna Casualty Insurance Company, for whom Bates, Lively & Pearson are the agents, with offices in the Yeon Building. We would suggest that you file notice of your claim with the surety company. If you secure no satisfaction by so doing then you still have recourse to action in the courts and should file notice of

OREGON STATE HIGHWAY COMMISSION

your claim with the Secretary of State, in accordance with Section 2991 of the Oregon Laws before the expiration of one year from the date of completion of the projects.

Very truly yours

Roy A. Klein
State Highway Engineer

By

H. B. Glaisyer
Chief Clerk

HBG:S

cc A. D. Lytle

...ED IN 1-27
...OBY, BAKER, CHAIRMAN
H. S. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

H. S. VAN DUZER, Portland, Chairman
C. E. GATES, Medford
ROBERT W. SAWYER, Bend

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

May 7, 1930.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
MAY 10 1930
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

I am enclosing herewith a letter and bill from the Walther-Williams Company at The Dalles wherein they state a desire to file with the Highway Commission, a claim amounting to $10.29 against contractor H. E. Schmeer.

This letter is self explanatory.

Yours very truly

K. D. Lytle
Ass't. Division Engineer

By H. N. Hackett
H. N. Hackett
Div. Office Engineer

ANSWERED
H. B. C.

HNH:C
Enc.

WALTHER-WILLIAMS COMPANY

DODGE BROTHERS MOTOR CARS,
TRUCKS, BUSES AND MOTOR COACHES
PLYMOUTH MOTOR CARS

THE DALLES, OREGON

RECEIVED
MAY 10 1930
OREGON
STATE HIGHWAY COMMISSION

April 1st, 1930.

Mr. J. N. Bishop,
State Highway Commission,
The Dalles, Oregon.

1064

Dear Sir:

It is our understanding that Mr. H. E. Schmeer is doing contract work for the State Highway Commission, therefore, we desire to file with you the attached statement, amounting to $10.29, covering purchase during the month of March by Mr. Schmeer from our Hardware and Implement Department.

When sending this statement to you, we do so assuming that Mr. Schmeer is under bond to the State, and no doubt his bond is good for at least one year after any certain contract is completed. Therefore, we desired to have the bill on file in your office in case of a final settlement with Mr. Schmeer by your Department.

Should Mr. Schmeer settle direct with us, you will be promptly notified.

Very truly yours,

WALTHER-WILLIAMS COMPANY

HAH:LB

By

Read 4/3/30

ANSWERED
H. B. G.

...LIAMS, PRESIDENT — HARRY E. WALTHER, SECY. AND MGR

PLEASE EXAMINE THIS INVOICE UPON ITS RECEIPT. ...JECTION IS MADE WITHIN A REASONABLE TIME WE SHALL ... THAT IT IS CORRECT.

WALTHER-WILLIAMS COMPANY

AUTOMOBILES AND SUPPLIES

HEAVY HARDWARE AND FARM IMPLEMENTS

THE DALLES, OREGON

...UILDING
...REG.

SOLD TO H E SCHMEER
BOX, 85
RUFUS, OREGON

TERMS 30 DAYS NET

MONTH OF MARCH 1930

HARDWARE DEPARTMENT

FOLIO	DATE	ARTICLES		DEBITS	CREDITS
		AMOUNT RENDERED			
701	21	9 FT 3" RUBBER BELT	2 97		
		10½ FT 4" " "	4 20		
		36" 45 STEEL LACE	2 52		
		2 ¼" GREASE CUPS	30		
		2 3/8" " "	30	10 29	

...1930
OREGON
...HIGHWAY COMMISSION

WE ARE MEMBERS OF THE DALLES RETAIL MERCHANTS CREDIT ASSOCIATION.

ALL BILLS RENDERED MONTHLY UNLESS OTHERWISE REQUESTED. THIS ACCOUNT IS NOW DUE. INTEREST CHARGED ON PAST DUE ACCOUNTS AT THE RATE OF TEN PER CENT PER ANNUM.

PR 25

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO

FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

January 28, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

During recent inspection of Oregon Federal Aid Projects Nos. 37 and 25, The Dalles-John Day River, it is noted that the contractor, Mr. H. E. Schmeer, is making practically no progress in the crushing of rock for this project. His plant at Fulton Canyon -- M.P. 108 is only worked occasionally, and the contractor has been over two months moving one crushing plant from M.P. 98.2 to M.P.117.5.

As the time of completion for this contract is March 31, 1930, it is evident that the contractor will be unable to finish crushing until long past the time limit. As yet no rock has been crushed for Project No. 25, I would suggest that, as soon as weather conditions permit, such steps as are necessary be taken to have the contractor put on sufficient force to speed up his work.

Very truly yours,

W. H. LYNCH
District Engineer.

Schmeer working now
Mar 3. 1930
RAK

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please refer to File No. Ore.F.A.P. No. 25

Post Office Building
Portland, Oregon.

Jan. 13, 1930.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By
R. J. Canfield
Highway Engineer.

A4pv 6276

Oregon Federal Aid Project No. 25.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on May 7, 1920, by the State Highway Commission of Oregon, and on April 22, 1920, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on January 4, 1921, by the said State Highway Commission, and on December 4, 1920, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 25; and

WHEREAS, the plans and specifications previously approved for said project provided for the construction of 14.741 miles of gravel surfaced road and two bridges of more than 20 ft. clear span 0.069 of a mile in length, in Sherman County, for which the estimate approved was $355,868.22, and $177,944.11 Federal funds were set aside to the credit of said project; and

WHEREAS, the construction of said project in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $396,396.01, and voucher in the sum of $177,845.11 has been passed for payment as the share of the Federal Government on said project; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said project and a revision of the plans, specifications and estimates approved therefor to provide for the construction of a bituminous macadam wearing surface over the entire

length thereof, at an estimated cost of $126,384.60; and by reason thereof has requested that the estimate of cost approved for said project be increased from the previous actual cost of $396,336.01 to $522,720.51, and that the Federal funds approved and set aside to the credit of said project be increased from the previous actual payment of $177,845.11 to $256,494.18:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said project be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read:

"Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of two hundred fifty-six thousand, four hundred ninety-four and 18/100 dollars ($256,494.18) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article III shall be added paragraph (d) to read:

"(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridges of more than 20 ft. covered by this agreement are, respectively, as follows: Roadway, 14.741 miles in length, approved estimate $493,656.42, Federal Aid $243,506.37; two bridges, 0.069 of a mile in length, actual cost $29,124.09, Federal Aid paid, $12,987.81."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of two hundred fifty-six thousand, four hundred ninety-four and 18/100 dollars ($256,494.18), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of five hundred twenty-two thousand, seven hundred eighty and 51/100 dollars ($522,780.51), the approved total estimated cost of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures and official seals, the State Highway Commission of Oregon on the 3rd day of June, 1929, and the Secretary of Agriculture on the 16th day of December, 1929.

STATE HIGHWAY COMMISSION OF OREGON

By H B Brandsness
Chairman, State Highway Commission

By _____
Member, State Highway Commission

By Robert W Sawyer
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 25.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between a point on the east bank of the Deschutes River and a point on the west bank of the John Day River,

locally known as the Columbia River Highway, Sherman County and designated in the records of this Department as Project No. 25, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 522,780.51 in lieu of the previous actual payment of $177,845.11 as the total estimated cost of said project, and the sum of $ 356,424.12 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorised Federal pro rata share percent of said total estimated cost.

Done at the city of Washington, this 26th day of December one thousand nine hundred and Twenty-nine, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

124

8—4880

FORM S-C-1 S-11214 1M 1-29

COMMISSIONERS
M. S. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR 25

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

August 26th, 1929.

NOTED

Mr. R. H. Baldock
Maintenance Engineer
Salem, Oregon

Dear Sir:

In regard to getting the extra rock for surfacing the proposed line change at the Dillon overhead crossing we figured it would take about 2160 cu. yds. and when you and I talked to Mr. Williams (who represents Mr. Schmeer the contractor) he said he would let Mr. Lytle know what he would do it for by the 24th and enclosed please find copy of letter from Mr. Lytle in regard to the same and which is self explanatory.

Considering the quarry site, the way the rock breaks and the crushing plant that the contractor has at this site I don't think he will make much on this extra yardage even at $1.45.

Mr. Lytle has not as yet made the estimate and survey for this proposed line revision and will not be able to do so until the oiling operations are finished which will be very shortly. Will you take up this matter of this extra yardage with Mr. Klein as the necessity for it depends upon the proposed revision going through. Though for that matter we could probably use the material any way in regular maintenance, we never seem to have too much but are always crying for more. If Mr. Klein authorizes this extra yardage, will you kindly advise me as soon as possible and have Mr. Devers draw up the necessary letter or papers for the contractor to sign.

Yours very truly,

C. W. Wanzer
Division Engineer

CWW I
cc. R. A. Klein
Enc.

FORM S-C-1 S-11814 1M 1-29

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

The Dalles, Oregon.
August 24, 1929.

COPY

Mr. C. W. Wanzer,
Division Engineer,
Bend, Oregon.

Dear Sir:

Today I talked with Mr. Williams who represents H. E. Schmeer, regarding a price on some additional rock for the line change at the Dillon Overhead crossing.

The quantities are as follows:

2" to 1 1/2"	1440	cubic yards
1 1/2" to 3/4"	450	" "
3/4 minus	270	" "
Total	2160	

Mr. Williams first wanted $1.56 for the material delivered in a stock pile at Mile 98.2, on the Columbia River Highway. This pile is located adjacent to his present set up at that mile.

Mr. Williams claimed that he was losing money at this quarry and as all this material would be hauled such a short distance he would have to pay his hauling contractor at least 16 cents per cubic yard to haul and pile it.

I told him that we would not think of paying him that sum inasmuch as his contract was $1.40 for 2 to 1 1/2 and 1 1/2 to 3/4 and $1.60 for the 3/4 to 1/2 and 1/2 to 1/8, which price included an average haul of a little less than 2 miles and his price for materials delivered into trucks at the bunkers was $1.10 for the two larger sizes and $1.35 for the two smaller sizes.

He finally agreed to put out this material at a flat price of $1.45 for all three sizes, delivered and piled at Mile 98.2, provided that he could run some of the 1 1/2 to 3/4 into the 2 inch size. He thot he would have to put in about 30% to 40% of the 1 1/2 size into the 2 inch size. I do not think that much would be objectionable.

Judging from the way he operates his plant the nature of the quarry and the large amount of short haul I would say that this is a fair price for the material and that his profit would not exceed 15¢ per cubic yard.

He has from 16 to 20 men working and only produces about 130 cubic yards per day. The rock all has to be handled by hand.

Our haul on this material would run from 1.2 to 1.8 miles.

Very truly yours,

_____
K. D. Lytle,
Resident Maintenance Engineer.

(will you please write me one (carbon) on this matter of the section this covers ? ? ?)

PR 25
& ~~PR 37~~

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE No. _____

POST OFFICE BUILDING
PORTLAND, OREG.

May 25, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:-

Attached are three copies of proposed project agreement for the reopening of Oregon Federal Aid Project No. 25, for signature by the Commission and return to this office.

The documents for this project have been recommended to the Chief Engineer with the understanding that complete specifications for the bituminous macadam surface, satisfactory to this Bureau, will be submitted before the beginning of that part of the work.

The words "in stock piles" have been added to the first four items of the estimate for the new work.

Very truly yours,

W. H. LYNCH
District Engineer.

Enclosures.

Zion

PR 2-5

March 15, 1928.

Bureau of Public Roads,
Box 3900
Portland, Oregon.

Gentlemen:

In accord with your request of March 11, we are enclosing herewith statements of engineering and contingencies incurred on projects 25 and 37.

The amounts for engineering as shown have been derived from our cost records for the roadway and bridges on these projects. The contingency items are shown in detail for bridges, but for roadway, only the total amounts are shown. As these items are listed on the final voucher, we believe that you can get any additional information you will require from your copy of the voucher. The reason that we have not shown the roadway contingencies in detail is because our copy is the fifth carbon, and it is quite difficult to read all of the figures.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict by J. H. Nash/AP
Encls.

Statement of Engineering and Contingencies Incurred on Project No. 25

As Shown on Final Voucher

	Roadway	Bridges
Engineering	$18,693.09	$ 1,801.14
Contingencies:		
Roadway	$41,906.32	
Bridges:		
Moving second bent east of railroad tracks and placing two additional stringers in floor, Spanish Gulch Br.		123.78
Adjustment account loss of time at Fulton Canyon Bridge account railroad encroachment.		280.47
Total Engr. & Cont. - Roadway	$ 60,604.41	
Bridges		$ 2,205.39

Statement of Engineering and Contingencies Incurred on Project No. 37

As Shown on Final Voucher

	Roadway	Bridges
Engineering	$ 10,708.66	$ 8,466.32
Contingencies:		
Roadway	$ 14,176.49	
Bridges:		
Guard R/W and Move power lines	302.30	2,462.85
Temporary overcrossing at Big Eddy Viaduct . .		845.59
Excavation lower than 4" below plans on Seufert Viaduct		1,846.16
Change lamp conduits, pebble hauling panels, etc.. . . .		539.02
Increase on guaranteed freight rates (Seufert)		310.33
Revising expantion joints acct. change in design, etc.		216.79
Difference in prices on 316.79 cu.yd excavation below elevation shown on plans (Dillon O'xing)		791.97
157.5 cu.yds Cl. "B" Conc (Dillon) at $33.00/ /		5,197.50
Increase in guaranteed freight rates (Dillon).		737.96
Assistance to Engineer (Dillon)		38.88
Adjustment on piling ordered and not used (Dillon). . .		47.88
Changing Expansion joints, handrail, columns etc (Dillon)		565.92
Extra steel account change in footing (Dillon).		397.32
Total Engr. & Cont. (Roadway)	$25,187.45	
Total Engr. & Cont. (Bridges)		$22,464.41

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No..... Ore. 25 and 37 Reop.

POST OFFICE BUILDING
PORTLAND, OREG.

Mar. 11, 1929.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

We are in receipt of your estimates to be used as bases of modified agreements for Oregon F. A. Projects Nos. 25 and 37. We find that the totals for the separate units and also the grand totals for each project check with the final vouchers, but we do not have the figures to base the pro-ration of the engineering on. The contingent items would be charged directly to each unit but there are a few that are difficult to place correctly from their description on the final voucher. Please send us copies of the figures that you used in computing the engineering and contingencies on these projects so that we may present them with our recommendation of approval for these modifications.

Yours very truly,

W. H. LYNCH
District Engineer

By L. J. Caufield
L. J. Caufield
Highway Engineer

wds

PR# 25

March 5, 1929.

Mr. E. D. Lyle,
Resident Engineer,
The Dalles, Oregon.

Dear Sir:

Reference is made to your letter of February 28, addressed to Mr. Wanser, in which letter you make certain inquiries in regard to the haul adjustment specification which appears in the contract for the furnishing of betterment materials for The Dalles-John Day River Section of the Columbia River Highway.

You apparently have misread the third paragraph on sheet 4 of the special provisions, which paragraph describes the manner in which the haul distances are to be measured and allowed for. This paragraph states quite specifically that in computing haul quantities (both specified and actual) the exact haul distances shall be used. It does not state, as appears to be your impression, that the specified haul shall be measured exactly and that the actual haul shall be measured in half mile units.

I think that your confusion in this matter arises from the part of the paragraph which provides that "haul distances which are less than one-half mile will be allowed for as full half miles". You probably have interpreted this as meaning that all fractional half miles are to be allowed for as full half miles. It has no such meaning, however, and if you will read it carefully you will see that it applies to only such hauls as have a total length of less than one-half mile. In other words, it applies only where the distance from the quarry to the stock pile is less than one-half mile. Where the distance from the quarry to the pile is more than one-half mile, the exact distance is to be used. This provision applies in the computing of the specified haul as well as in the computing of the actual haul.

As regards the location of the piles nearest the crusher, please refer to the second paragraph on Sheet 3 of the special provisions. This paragraph states that the materials are to be delivered in stock piles upon sites alongside the highway. Refer also to the last paragraph on Sheet 3, which paragraph states that the pile nearest the crusher shall be "at that point on the stockpiling unit which is nearest the origin of haul. This statement is not as specific as it might be, but it would be rather unreasonable to assume that the location of the pile would have thus been described if a location at or near the quarry had been intended. You will note that the other locations are described

Mr. E. D. Lytle #2

on being at points on the stockpiling unit, and that that description seems to be quite indicative of the fact that they are to be immediately alongside of the highway.

We hope that the above explanations will remove all uncertainty and will enable you to satisfy the contractor that the specifications are reasonably definite on the points involved. In case he should question them.

Very truly yours,

ROY A. KLEIN
State Highway Engineer

By

E. E. Probert
Office Engineer .

dlp:mg

cc Mr. C. H. Warner

1000 11-28

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER

BEND, OREGON

Mar. 4th, 1929.

RECEIVED
MAR 5 1929
STATE HIGHWAY
OREGON

Mr. S. H. Probert
Office Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

Enclosed find copy of letter from K. D. Lytle (in regard to interperting the special provision in regard to adjustment of haul in H. E. Schmeer contract # 1064) which is self explanatory.

As your office will have the final decision in the matter, it will be appreciated if you will illustrate your interpretation of the provision as requested by Mr. Lytle, so that he may start right, an early reply will be appreciated. Kindly reply direct to Mr. Lytle (sending me a copy of same) as he is ready to locate the stock pile sites.

Yours very truly,

C. W. Wanzer

C. W. Wanzer
Division Engineer

CWW:I
Enc.
cc R. H. Baldock

WILLIAM DUBY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
COMMISSIONERS

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

The Dalles, Oregon,
February 28, 1929.

COPY

Mr. C. W. Tanzer,
Division Engineer,
Bend, Oregon.

Dear Sir:

Referring to the H. E. Schmeer contract No. 1064.

In this contract the special provisions covering adjustment of haul are not entirely clear and I should be very glad to have you request Mr. Probert to define them in more detail.

These provisions are interpreted to mean that all of the theoretical piles will be measured exactly to hundreth of a mile, while the haul of the actual quantities will be measured in half mile units, as we have done heretofore.

Neither is it clear to me where the crusher stock pile is to be located. Should it be at the junction of the hauling road and the highway or right at the crusher?

A sample haul diagram, based on the special provisions of this contract, would clear up these details. This I should like to have at your early convenience as I am ready to locate the stock pile sites.

Very truly yours

K. D. Lytle.

Resident Maintenance Engineer.

Form 39—A-1861—2M—7-26.

PR 25

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Report #1

Date The Dalles, Oregon, 3/4, 1929

Job Name The Dalles- John Day River furnishing betterment materials

Week from February 24 to to March 2nd

Mail Address The Dalles, Oregon

Highway Columbia River

Telegraph or Telephone Address The Dalles, Oregon

County Wasco & Sherman Job Prefix 28 PD

Express and Freight Address Same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Mr. Williamson, representing the contractor,H. E. Schmeer, was here on Feb. 25 and advised that he was starting work at once. Three men started drilling the quarry on the same day.

On March 1 the contractor started erection of the plant. To dateabout all that has been accomplished is a little excavation, and contractor has a small amount of equipment on the ground.

Mr. Wanser was over the job on March 1 and advised Mr. Schmeer that all materials for the first 12 miles must be crushed within the time limit set for that part of the work.

(See back of this sheet for instructions and detailed information.)

Signed K. D. Lytle

Title Resident Maintenance Engineer.

GRADING CONSTRUCTION

Total miles of grading on project .....

Miles completed .....

Miles completed except finishing .....

Miles covered by contractor's forces .....

Miles cross-sectioned .....

Miles cross-sections completed and checked .....

Miles to be remeasured .....

Number men in Engineering Party .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *steam shovels*

Grading work will be completed about .....

ROCK OR GRAVEL SURFACING

Total miles surfacing on project 29.3

Miles completed 0.0

Miles partially done 0.0

Average daily yardage placed this week 0.0

Average daily yardage necessary to complete on time 155 1stunit, 90 2nd unit

Contractor's average force for week 6 *men,*

1 *teams,* 0 *trucks*

Percentage of total required yardage now in place 0

Surfacing will be completed about no date

Number of men in Engineering Party 0

SURVEYS

Total mileage at section to be surveyed .....

Miles of preliminary staked .....

Miles of location staked .....

Per cent of field work complete .....

Per cent of office work complete .....

Number of days worked on this project .....

Number of men in party .....

Salary expense this week .....

All other expense this week .....

Previous total expenditure this survey .....

Total expenditure including this week .....

Survey will be completed about .....

Completed survey will cost about .....

Per mile cost of survey will be about .....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving on project .....

Miles paving completed .....

Average daily sq. yds. this week .....

Miles shoulders completed both sides .....

Contractor's average force for week ..... *men,*

..... *teams,* ..... *trucks*

Percentage of total required yardage now in place .....

Job will be completed about .....

Number men in Engineering Party .....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

This job ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

Other jobs ..... *Percentage*.....

PR 35

PR #35

STATEMENT IN REGARD TO QUANTITIES
OF SURFACING MATERIALS PLACED ON THE
SHERMAN COUNTY SECTION OF THE
COLUMBIA RIVER HIGHWAY, FEDERAL
AID PROJECT NO. 25.

Quantity placed under federal aid project completed March 15, 1921.....	2,425	cu. yds. per mile
Quantity added by resurfacing and maintenance operations, without federal aid.....	775	" " " "
Total quantity placed on road	3,200	" " " "
Estimated wear during 2 - year period that surfacing was maintained uncoiled	600*	" " " "
Estimate of quantity remaining on road	2,600	" " " "
Estimate of net betterment since original construction.....	175	" " " "

In addition to the above, a 3 - inch bituminous macadam wearing surface has been placed by the State on the portion of the project which is between Stations 210+50 and 263+43.5.

*This is the equivalent of a wear of three-quarters inch (compacted thickness) per year.

February 22, 1929.

FIRM SC 69074 1M 2-27

COMMISSIONERS
WILLIAM BUSY, BAKER, CHAIRMAN
H. B. VAN DUZER, PORTLAND
W. H. MALONE, CORVALLIS
H. B. VAN DUZER, Portland
C. E. GATES, Medford
ROBERT W. SAWYER, Bend

ROY A. KLEIN
STATE HIGHWAY ENGINEER AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

PR 25

Feb. 12th, 1929.

Mr. H. E. Schmeer
685 East 12th St. No.
Portland, Oregon

RECEIVED
FEB 13 1929
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Referring to your contract for furnishing betterment materials for The Dalles-John Day section on the Columbia River Highway.

Your attention is called to that part of the contract viz: "Acquisition and Development of Sources of Materials" certain quarry sites are mentioned as being suitable and would be acquired and made available to the contractor without charge, if other sources or sites are to be used other than those mentioned it is up to the contractor to acquire at his expense.

To date you have not as yet designated the quarry sites that you intend to use. The time is getting short within which to acquire the sites and delivery of materials must be commenced not later than March 15th, 1929 according to your contract.

Therefore you are respectfully requested to get in touch with our Resident Engineer Mr. K. D. Lytle at The Dalles (who will have supervision over your contract) and notify him at once what quarry sites you intend to use and notify me also- so that we can get action at once on obtaining the quarries if we are to furnish them and if you choose to obtain any quarry other than those mentioned (at your own expense) please advise.

In either case the delivery of material under the contract must be commenced by not later than March 15th, 1929.

Yours very truly,

C. W. Wanzer
Division Engineer

CWW:I
cc R. A. Klein
K. D. Lytle

PR 25

Feb. 9, 1929.

Bureau of Public Roads,
P. O. Box 2900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement, covering the Across Sherman County Section, Project No. 25. Six copies of the unit price analysis for the construction of bituminous macadam wearing surface is also enclosed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

Office Engineer.

Dictated by
J. H. Nash.
encl.

Oregon State Highway Department — Project 25 (Reopened)

ACROSS SHERMAN COUNTY SECTION

OF THE COLUMBIA RIVER HIGHWAY

(Estimate as basis of modified agreement. Revised to include construction of bituminous wearing surface. Based on contract prices for aggregate and estimated prices for construction of bituminous wearing surface.)

Salem, Oregon, Feb. 6, 1923.

Completed Work as shown by Final Voucher

Final Cost on Roadway (excluding bridges over 20' span)		$306,867.81
Engineering and contingencies		60,604.41
	Total	$367,471.82
Final Cost of Fulton Canyon and Spanish Gulch Bridges		$ 26,918.70
Engineering and contingencies		2,206.39
	Total	$ 29,125.09
Total Cost on Completed Work		$396,596.01
Federal Aid Paid on Roadway	$154,8 87.20	
Federal Aid Paid on Bridges	12,987.91	
Total Federal Aid (Fiscal year 1921)	$167,875.11	
Length of Roadway (excluding bridges)	14.741 miles	
Length of Fulton Canyon Bridge	0.005 "	
Length of Spanish Gulch Bridge	0.064 "	
Total Length	14.810 miles	
Cost per mile, Roadway	$24,914.99	
Federal Aid per mile, Roadway	11,183.58	

New Work - Roadway

7,400 cu. yds.	Grade "D" Rock	$1.40	$10,360.00
6,200 " "	" "C" "	1.40	8,680.00
2,800 " "	" "B" "	1.60	4,160.00
2,800 " "	" "A" "	1.60	4,160.00
800 " "	Sand or Fine Screenings	0.00	0.00
278,000 gals.	No. 3 Oil	0.075	20,850.00
18,800 cu. yds.	Construction of Wearing Surface (Type "A")	3.40	63,920.00
700 " "	Construction of Wearing Surface (Type "B")	3.75	2,625.00
	Sub-total		114,695.00
	10% Engr. & Conts.		11,469.50
	Total		$ 126,384.50

Project 25 (Incpomnd) - S.

Length of Roadway (excluding bridges) 14.741 miles
Cost per mile, new work - $8,575.67

Federal Aid allowable on new work:
($8,000 - 11,153.33) divided by 28,000 = .440021 deficiency
.440021 x 12,000. = $5,280.25 per mile allowable F. A. funds
Total F. A. allowable on new work 14.741 x $5,280.25 = $121,511.71.
Federal Aid requested (62.23% of $126,394.80) $78,648.07.
Federal Aid recommended, $78,648.07 (62.23%)

SUMMARY

Total Estimated Cost, All Work	$152,790.51
Total Federal Aid, All Work	95,494.19
Length of Roadway, (Excluding Bridges)	14.741 miles
Total Length (Including Bridges)	14.910 miles
Total Cost per Mile (Excluding Bridges)	10,498.66
Total Federal Aid per Mile (Excluding Bridges)	6,518.98

State funds for construction - Chap. 178, Laws 1917; Chap. 31, Laws 1920.
" " " maintenance - Ses. Aug. 17th, 1917; Chap. 237, Laws 1917.

ACROSS SHERMAN COUNTY SECTION, PROJECT NO.

Cost Analysis of Construction of Bituminous Macadam Wearing Surface

	Type "A" (2-1/2 inch)	Type "B" (3-1/2 inch)
Preparation of macadam foundation	$0.20 per cu. yd.	$0.20 per cu.yd.
Load, deposit, spread and roll rock and screenings	1.20 " " "	1.10 " " "
Haul rock and screenings (1.26 miles average haul)	0.30 " " "	0.30 " " "
Haul, haul and apply oil	0.70 " " "	0.70 " " "
Shaping earth shoulders	0.10 " " "	0.10 " " "
Traffic control	0.10 " " "	0.10 " " "
Supervision and overhead	0.20 " " "	0.20 " " "
Contingencies and weather delays	0.20 " " "	0.20 " " "
Move, setup and dismantle plant	0.20 " " "	0.20 " " "
	$3.40 " " "	$3.10 " " "

pR 25

Feb. 7, 1929.

Bureau of Public Roads,
P. O. Box 3900,
Portland, Oregon.

Gentlemen:

Herewith we are enclosing six copies of estimate as basis for modified agreement, covering the Deschutes River Section, Project No. 57. Six copies of the unit price analysis for the construction of bituminous macadam wearing surface is also enclosed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By
Office Engineer.

Dictated by
J. H. Nash.
encl.

Oregon State Highway Department — Project #37 (Reopened)

SEAVERT-DESCHUTES RIVER SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate on basis of modified agreement. Revised to include construction of bituminous wearing surface. Based on contract prices for aggregate, and estimated prices for construction of bituminous wearing surface).

Salem, Oregon, Feb. 7, 1929.

Completed Work as Shown by Final Voucher

Final Cost of Roadway (excluding bridges over 20' span)	$ 237,223.84
Engineering and contingencies	25,187.45
Total	$ 262,411.79
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing	$2,077.84
Engineering and Contingencies	22,464.41
Total	$ 104,542.25
Total Cost on Completed Work	$ 466,953.05
Federal Aid Paid on Roadway	$ 187,083.20
Federal Aid Paid on Bridges	28,410.90
Total Federal Aid Paid	$ 195,494.10

Length of Roadway (excluding bridges)	12.397 miles
Length of Seufert Viaduct	0.038 "
Length of Big Eddy Overcrossing	0.039 "
Length of Dillon Overcrossing	0.031 "
Total Length	12.505 "
Cost per mile, Roadway	$39,234.23
Federal Aid Paid per Mile, Roadway	12,671.07

New Work - Roadway

6,300 cu. yds.	Grade "D" Rock	$1.40	$ 8,820.00
5,500 " "	" "C" "	1.40	7,700.00
2,300 " "	" "B" "	1.60	3,680.00
2,300 " "	" "A" "	1.60	3,680.00
500 " "	Sand or Fine Screenings	0.00	0.00
240,000 gals.	No. 3 Oil	0.075	18,000.00
15,730 cu. yds.	Constr. of Wearing Surface (Type "A")	3.50	55,050.00
1,150 cu. yds.	Constr. of Wearing Surface (Type "B")	3.75	4,312.50
	Sub-total		$ 99,742.50
	10% Engr. & Cont.		9,974.25
	Total		$ 109,716.75

Dexter-Dearborn River Section - 2.

Length of Roadway (excluding bridges) 12.297 miles
Cost per mile, new work $ 8,250.00
Federal Aid allowable on new work:
(20,000 - 12,671.07) divided by 20,000 = .3664465 deficiency
.3664465 x $10,000 = $3,641.15 per mile allowable F. A. 1920.
Total Federal Aid allowable on new work 12.297 x $3641.15 = $44,810.10.
Federal Aid requested (58.32% of $100,716.75) 58,716.75
Federal Aid recommended 58,716.75 (58.32%)

SUMMARY

Total Estimated Cost, all Work	$172,772.75
" Federal Aid, all Work	58,716.75
Length of Roadway (excluding bridges)	12.297 miles
" " " (including bridges)	12.805 "
Total cost per mile (excluding bridges)	$ 14,054.60
Total Federal Aid per mile (excluding bridges)	$ 4,774.50

State funds for construction - Chap. 178, Laws 1917; Chap. 31, Laws 1920.
State funds for maintenance - Res. Aug. 17, 1917; Chap. 237, Laws 1917.

REPORT - DESCHUTES SECTION, PROJECT 57

Cost Analysis of Construction of Bituminous Macadam Roadway Surface

	Type "A" (2-1/2 inch)				Type "B" (1-1/2 inch)			
Preparation of macadam foundation	$0.30	per	cu.	yd.	$0.30	per	cu.	yd.
Load, deposit, spread and roll rock and screenings	1.10	"	"	"	1.10	"	"	"
Haul rock and screenings (1.25 miles average haul)	0.90	"	"	"	0.90	"	"	"
Heat, haul and apply oil	0.70	"	"	"	0.70	"	"	"
Sloping earth shoulders	0.10	"	"	"	0.10	"	"	"
Traffic control	0.10	"	"	"	0.10	"	"	"
Supervision and overhead	0.20	"	"	"	0.20	"	"	"
Contingencies and weather delays	0.20	"	"	"	0.20	"	"	"
Move, set-up and dismantle plant	0.20	"	"	"	0.20	"	"	"
	$ 3.40	"	"	"	$ 3.70	"	"	"

PR #37

PR 25

Jan. 28, 1929.

Mr. H. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 8900,
Portland, Oregon.

Dear Sir:

We are sending herewith the following information pertaining to the proposed bituminous macadam wearing surface construction on the section of the Columbia River Highway which is between The Dalles and the John Day River, Federal Aid Projects Nos. 25 and 37.

1. Special provisions in accord with which we propose to contract the production and stockpiling of the rock from which the bituminous macadam wearing surface is to be constructed.

2. Outline specification for the constructing of the bituminous macadam wearing surface.

3. Estimates of cost.

The required number of copies of our revised standard specifications are being mailed separately.

It is our plan to produce the rock for both Project 25 and Project 37 under a single contract, requiring the rock for Project 37 to be delivered by not later than July 15th, 1929, but allowing until March 31st, 1930, for the delivery of the rock for Project 25. The wearing surface on Project 37 will then be constructed either by contract or by state forces, during the summer of 1929. The wearing surface on Project 25 will be constructed in 1930.

In case the construction of bituminous macadam wearing surface is handled by contract, more detailed specifications for that part of the work will be prepared and submitted for your approval.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

SHP:ER

Office Engineer.

Oregon State Highway Department — Project 37 - Reopened

SEUFERT-DESCHUTES RIVER SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate with specifications. Not on basis for modified agreement. Revised to include the construction of a Bituminous Wearing Surface)

Salem, Oregon, Jun. 28, 1930.

Completed Work as Shown by Final Voucher

Final Cost of Roadway (Excluding Bridges over 20' span)	$ 337,229.35
Engineering and Contingencies	25,187.48
Total.....	$ 362,416.73
Total Cost on Seufert Viaduct, Big Eddy Overcrossing and Dillon Overcrossing	$ 82,077.84
Engineering and Contingencies	22,464.41
Total.....	$ 104,542.25
Total Cost of Completed Work	$ 466,958.98
Federal Aid Paid on Roadway	$ 167,083.30
Federal Aid Paid on Bridges	38,610.90
Total Federal Aid Paid.....	$ 205,694.20

Length of Roadway (Excluding Bridges)	12.350	miles
Length of Seufert Viaduct	0.087	"
Length of Big Eddy Overcrossing	0.088	"
Length of Dillon Overcrossing	0.068	"
Total Length.....	12.503	"

Cost per mile, Roadway.....	$ 29,384.11
Federal Aid Paid per Mile, Roadway.....	$ 12,710.08

New Work - Roadway

6,300 cu. yds.	Grade "D" Rock	1.55	$ 9,765.00
5,800 " "	" "C" "	1.60	8,900.00
2,300 " "	" "B" "	1.85	4,255.00
2,300 " "	" "A" "	1.85	4,255.00
800 " "	Sand or Fine Screenings	0.00	0.00
240,000 gal.	No. 3 Oil	0.075	18,000.00
16,900 cu. yds.	Construction of Wearing Surface	5.00	84,150.00
		Sub-total	104,325.00
		10% Engr. & Cont.	10,422.50
		Total	$ 114,647.50

Bonfort-Deschutes River Section - 2.

Length of Roadway (Including Bridges) 12.369 miles.
Cost per mile, new work - $2,276.43
Federal aid allowable on new work.
(20,000 - 12,710.08) divided by 20,000 = .364496 deficiency
.35445 x 18000 = $6,326.91 per mile allowable F. A. 1928.
Total Federal Aid allowable on new work 12.369 x 6326.91 = $78,268.84
Federal Aid requested - $71,345.18 (91.2%)
Federal Aid recommended $71,345.18 (91.2%)

SUMMARY

Total Estimated Cost, All Work	$921,606.58
" Federal Aid, All Work	806,838.23
Length of Roadway (Excluding Bridges)	12.369 miles
Total Length (Including Bridges)	12.803 miles
Total Cost per Mile (Excluding Bridges)	$271,730.80
Total Federal Aid per Mile (Excluding Bridges)	18,462.78

OUTLINE SPECIFICATIONS FOR

BITUMINOUS MACADAM WEARING SURFACE

to be constructed on

THE DALLES-JOHN DAY RIVER SECTION

Federal Aid Projects Nos. 25 and 37

1. Type of bituminous macadam: Multiple lift.

2. Width: 18 feet with extra width as required on curves, at intersections, etc.

3. Cross-sections: As shown on attached typical cross-section plan. Limits between which each section is to be used are as follows:

Project No.	Station to Station	Distance in Miles	Cross-section
37	1187+83.0 to 1277+50	1.7	A
37	1277+50 to 1319+50	0.8	B
37	1319+50 to 1663+50	6.5	A
37	1663+50 to 1705+50	0.8	B
37	1705+50 to 1848+50	2.7	A
25	519+91.2 to 0+00	9.8	A
25	0+00 to 210+50	4.0	A
25	210+50 to 263+43.5	1.0	B

4. Sizes of Aggregates:

	Size of opening all will pass	Size of opening none will pass
Grade "D"	2 inch, circular	1½ inch, circular
" "C"	1½ " "	3/4 " "
" "B"	3/4 " "	1/2 " "
" "A"	1/2 " "	1/8 " square
Sand	1/8 " square	

5. Sand: Sand may be either coarse sand or fine screenings from crushed rock.

6. Oil: Oil shall be No. 3 asphaltic road oil; asphalt content 94+ per cent; viscosity 225+ saybolt-furol.

7. Construction procedure for Cross-section "A":

a. Such portions of the existing surfacing as have a crown in excess of three inches shall be built-up to a three-inch crown in the following manner:

1. Apply tack coat of No. 3 oil over areas to be built up, using 0.1 gal. of oil per sq. yd. of area.

2. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade smooth and roll.

Construction procedure for Cross-section "A" - Contd.

3. Apply No. 3 oil, 0.2 gal. per sq. yd.

4. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

5. Continue same procedure until proper elevation is reached. For general, two courses of grade "C" rock will suffice.

6. On last course of grade "C" rock, apply No. 3 oil, 0.25 gal. per sq. yd., and follow with a spread of grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll.

7. Cover with coarse sand or fine screenings, .0015 cu. yd. per square yard and allow to stand under traffic for at least six days.

b. After the crown of the old surfacing has been brought to proper crown in the manner above described, construction of the bituminous macadam shall be proceeded with as follows:

1. Broom all dust and sand from the surfacing and apply tack coat of No. 3 oil, 0.1 gal. per sq. yd.

2. Spread grade "D" rock, .05 cu. yd. per sq. yd. Blade smooth and roll lightly.

3. Apply No. 3 oil, 0.625 gal. per square yard.

4. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

5. Apply No. 3 oil, 0.2 gal. per square yard.

6. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

7. Apply No. 3 oil, 0.25 gal. per square yard.

8. Spread grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

9. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.

10. Broom to remove dust and spply No. 3 oil, .375 gal. per sq. yd.

11. Spread grade "A" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

12. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd.

8. Construction procedure for Cross-section "B":

a. Broom existing surfacing and apply tack coat of No. 3 oil, 0.1 gal. per square yard.

Construction procedure for Cross-section "B" - Contd.

b. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

c. Apply No. 3 oil, 0.2 gal. per square yard.

d. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

e. Apply No. 3 oil, 0.25 gal. per square yard.

f. Spread grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

g. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.

h. Broom to remove dust and apply No. 3 oil, .375 gal. per sq. yd.

i. Spread grade "A" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

j. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd.

9. Each application to be made in two strips: In order that traffic may use the road during the period that construction operations are in progress, each application of oil and succeeding spread of rock shall be made in two strips, each strip covering one-half of the width of the roadway, traffic being allowed to use the half of the roadway that is not being worked on at the time. Both strips of each application of oil and succeeding spread of rock shall be completed, however, before the making of the next application of oil is commenced.

PR-25 (Reopened)

Oregon State Highway Department — Project 25 (Reopened)

ACROSS SHERMAN COUNTY SECTION
OF THE
COLUMBIA RIVER HIGHWAY

(Relimate with specifications. Not as basis for modified agreement. Revised to include construction of bituminous wearing surface.)

Salem, Oregon, Jan. 25, 1929

Completed Work as Shown by Final Voucher

Final Cost on Roadway (Excluding bridges over 20' span)		$306,667.81
Engineering and Contingencies		60,604.41
	Total	$367,271.98
Final Cost of Fulton Canyon and Spanish Gulch Bridges		$ 26,918.70
Engineering and Contingencies		2,205.39
	Total	$ 29,124.09
Total Final Cost on Completed Work		$396,396.01

Federal Aid paid on Roadway	$164,657.30	
Federal Aid Paid on Bridges	12,987.81	
Total Federal Aid Paid (Fiscal Year 1931)		$177,645.11
Length of roadway (excluding bridges)	14.741 miles	
Length of Fulton Canyon Bridge	0.005 "	
Length of Spanish Gulch Bridge	0.064 "	
Total Length	14.810 Miles	
Cost per mile, Roadway		$ 26,914.99
Federal Aid Paid Per Mile, Roadway		11,163.58

New Work - Roadway

7,400 cu. yds.	Grade "D" Rock	$1.55	$ 11,470.00
6,800 " "	Grade "C" Rock	1.60	10,880.00
2,600 " "	" "B" "	1.80	4,680.00
2,600 " "	" "A" "	1.80	4,810.00
600 " "	Sand or fine Screenings	0.00	0.00
275,000 Gal.	No. 3 Oil	.075	20,625.00
19,800 cu. yds.	Construction of Wearing Surface	3.50	69,300.00
	Sub-total		$126,045.00
	10% Engr. & Cont.		12,604.50
	Total		$ 138,649.50

Length of Roadway (Excluding Bridges) 14.741 miles
Cost per mile, - new work, - $8,987.97
Federal Aid Allowable on New Work:-

(20,000 - 11,183.56) divided by 20,000 = .440821 deficiency
.440821 x 18469 = $8,523.60 per mile allowable F. A. 1929
Total F. A. Allowable on New Work 14.741 x 8523.60 = $121,515.71
Federal Aid Requested $62,176.40 (62.82%)
Federal Aid Recommended $62,176.40 (62.82%)

Summary

Total Estimated Cost, All Work	$539,445.51
Total F. A., All Work	260,019.51
Length of Roadway (Excluding Bridges)	14.741 miles
Total Length (Including Bridges)	14.810 miles
Total Cost per mile (Excluding Bridges)	$36,601.66
Total Cost per Mile (Excluding Bridges)	36,072.96
Total Federal Aid per mile (Excluding Bridges)	16,788.13

1000 8-30

COMMISSIONERS
H. B. VAN DUZER, PORTLAND, CHAIRMAN
C. E. GATES, MEDFORD
ROBERT W. SAWYER, BEND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

PR # 25

OREGON STATE HIGHWAY COMMISSION

SALEM

Jan. 26, 1929.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 2900,
Portland, Oregon.

Dear Sir:

We are sending herewith the following information pertaining to the proposed bituminous macadam wearing surface construction on the section of the Columbia River Highway which is between The Dalles and the John Day River, Federal Aid Projects Nos. 25 and 37.

1. Special provisions in accord with which we propose to contract the production and stockpiling of the rock from which the bituminous macadam wearing surface is to be constructed.

2. Outline specifications for the constructing of the bituminous macadam wearing surface.

3. Estimates of cost.

The required number of copies of our revised standard specifications are being mailed separately.

It is our plan to produce the rock for both Project 25 and Project 37 under a single contract, requiring the rock for Project 37 to be delivered by not later than July 15th, 1929, but allowing until March 31st, 1930, for the delivery of the rock for Project 25. The wearing surface on Project 37 will then be constructed either by contract or by state forces, during the summer of 1929. The wearing surface on Project 25 will be constructed in 1930.

In case the construction of bituminous macadam wearing surface is handled by contract, more detailed specifications for that part of the work will be prepared and submitted for your approval.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

SHP:ER

Office Engineer.

OUTLINE SPECIFICATIONS FOR
BITUMINOUS MACADAM WEARING SURFACE
to be constructed on
THE DALLES-JOHN DAY RIVER SECTION
Federal Aid Projects Nos. 25 and 37

1. Type of bituminous macadam: Multiple lift.

2. Width: 18 feet with extra width as required on curves, at intersections, etc.

3. Cross-sections: As shown on attached typical cross-section plan. Limits between which each section is to be used are as follows:

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37	1663+50 to 1705+50	0.8	B
37	1705+50 to 1848+50	2.7	A
25	519+91.2 to 0+00	9.8	A
25	0+00 to 210+50	4.0	A
25	210+50 to 263+43.6	1.0	B

4. Sizes of Aggregates:

	Size of opening all will pass	Size of opening none will pass
Grade "D"	2 inch, circular	1½ inch, circular
" "C"	1½ " "	3/4 " "
" "B"	3/4 " "	1/2 " "
" "A"	1/2 " "	1/8 " square
Sand	1/8 " square	

5. Sand: Sand may be either coarse sand or fine screenings from crushed rock.

6. Oil: Oil shall be No. 3 asphaltic road oil; asphalt content 94+ per cent; viscosity 225+ saybolt-furol.

7. Construction procedure for Cross-section "A":

a. Such portions of the existing surfacing as have a crown in excess of three inches shall be built-up to a three-inch crown in the following manner:

1. Apply tack coat of No. 3 oil over areas to be built up, using 0.1 gal. of oil per sq. yd. of area.

2. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade smooth and roll.

Outline Specifications for Bituminous Macadam Wearing Surface - 2.

Construction procedure for Cross-section "A" - Contd.

3. Apply No. 3 oil, 0.2 gal. per sq. yd.

4. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

5. Continue same procedure until proper elevation is reached. For general, two courses of grade "C" rock will suffice.

6. On last course of grade "C" rock, apply No. 3 oil, 0.25 gal. per sq. yd., and follow with a spread of grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll.

7. Cover with coarse sand or fine screenings, .0015 cu. yd. per square yard and allow to stand under traffic for at least six days.

b. After the crown of the old surfacing has been brought to proper crown in the manner above described, construction of the bituminous macadam shall be proceeded with as follows:

1. Broom all dust and sand from the surfacing and apply tack coat of No. 3 oil, 0.1 gal. per sq. yd.

2. Spread grade "D" rock, .05 cu. yd. per sq. yd. Blade smooth and roll lightly.

3. Apply No. 3 oil, 0.625 gal. per square yard.

4. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

5. Apply No. 3 oil, 0.2 gal. per square yard.

6. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

7. Apply No. 3 oil, 0.25 gal. per square yard.

8. Spread grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

9. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.

10. Broom to remove dust and apply No. 3 oil, .375 gal. per sq. yd.

11. Spread grade "A" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

12. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd.

8. Construction procedure for Cross-section "B":

a. Broom existing surfacing and apply tack coat of No. 3 oil, 0.1 gal. per square yard.

Outline Specifications for Bituminous Macadam Wearing Surface - 3.

Construction procedure for Cross-section "B" - Contd.

b. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

c. Apply No. 3 oil, 0.2 gal. per square yard.

d. Spread grade "C" rock, .016 cu. yd. per sq. yd. Blade and roll.

e. Apply No. 3 oil, 0.25 gal. per square yard.

f. Spread grade "B" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

g. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd. Allow the surface to stand under traffic for at least six days.

h. Broom to remove dust and apply No. 3 oil, .375 gal. per sq. yd.

i. Spread grade "A" rock, .0125 cu. yd. per sq. yd. Blade and roll thoroughly.

j. Spread coarse sand or fine screenings, .0015 cu. yd. per sq. yd.

9. Each application to be made in two strips: In order that traffic may use the road during the period that construction operations are in progress, each application of oil and succeeding spread of rock shall be made in two strips, each strip covering one-half of the width of the roadway, traffic being allowed to use the half of the roadway that is not being worked on at the time. Both strips of each application of oil and succeeding spread of rock shall be completed, however, before the making of the next application of oil is commenced.

PR-37 Revised

PR 25

THE DALLES-JOHN DAY RIVER.

Estimate of cost of Bituminous Macadam.

M-1 2½" Bituminous Macadam plus thick edge 1280 cu.yds. Rock per Mile. (3⅓")
L-2 1½" Bituminous Macadam 602 " " " " "

M-1	MP	95.9	to	MP	95.6	1.7 Mi.	L-2	MP	95.6	to MP 96.4	0.8 Mi.
		96.4	to		102.9	6.5 "			102.9	to 103.7	0.8 "
		103.7	to		120.3	16.6 "			120.3	to 121.3	1.0 "
			Total			24.8 "				Total	2.6 "

L-2 2.6 Miles.

80 Cu.Yds. Sand or 1/8" minus	@ $1.00 per cu. yd.	$ 80.00
1600 cu yds Rock	@ 1.67 " " "	2672.00
24000 gal. oil	@ .075 per gal at siding.	1800.00
Labor and manipulation, 1600 cu.yds. @ $3.50		5600.00
	Total	10152.00
Engineering and Contingencies 10%		1015.20
	Total Cost	11167.20

Average cost per Mile $4,295.07
" " " Sq. Yd. 0.41

M-1 with thick edges 24.8 Miles. (3⅓")

1000 Cu Yds sand	@ $1.00	$1000.00
32000 Cu. Yds. Rock	@ 1.67	53440.00
465000 Gals oil	@ 0.075	34875.00
33000 cu yds mineral aggregate in place and rolled @ $3.50 per cu yd.		115500.00
	Total	205815.00
Engineering and contingencies 10%		20581.50
	Total Cost	226396.50

Average cost per Mile $9,128.89
" " " Sq.Yd. 0.86

THE DALLES- JOHN DAY RIVER

Item No. Item

ESTIMATES OF COST.

	In Stock Pile.	In Trucks.
Set Up	$0.12	$0.12
Overhead	.10	.10
Quarry and Crush	.72	.72
Haul	.27	
Stock Pile.	.10	
Sub Totals	1.31	.94
Shrinkage	.14	
Sub Totals	1.45	.94
Plus 15% profit	.22	.16
Estimated Bid Price	$1.67	$1.10

Haul $\frac{70,000 \text{ cu. yd. Miles} \times 0.16 \text{ per cu.yd. Mile}}{41,000}$ $0.27 per cu.yd.Mile.

THE DALLES-JOHN DAY RIVER SECTION- BETTERMENT.

Item No.	Item.		Unit Price.	Amount.
1	Grade "A" Materials in Stock Piles	6,240 cu.yds	$1.85	$11,544.00
2	" "B" " " " "	6,240 " "	$1.85	11,544.00
3	" "C" " " " "	14,355 " "	$1.60	22,968.00
4	" "D" " " " "	13,770 " "	$1.55	21,343.50
5	" "A" " " Trucks	880 " "	$1.25	1,100.00
6	" "B" " " "	880 " "	$1.25	1,100.00
7	" "C" " " "	1,465 " "	$1.00	1,465.00
8	" "D" " " "	1,240 " "	$0.95	1,178.00
		Total		72,242.50
	Engineering and Contingencies	10%		7,224.25
		Total		$79,466.75

Net quantities
Tabulated by Johnson

24.7
~~24.8~~ mi. M^1 — 262,000. sq. yds. M^2

2.6 mi. L^2 — 27,500 sq. yds L^2

Net Total

	M^2 2¾" thick	M^2 Extra Thick	M^2 Total	L^2	Net Total	
Grade D	13100	—	13100	—	13100	13700
" C	8380	2000	10380	880	11260	14755
" B	3280	1000	4280	344	4624	6240
" A	3280	1000	4280	344	4624	6240
Sand	785	215	1000.	82	1082	
Oil	400,000	65,000	465,000.	25500.		
Construction						

P.R. #37 is 12.5 miles long — 10.9 L^2 — $1\frac{6}{}$ L^2

P.R. #25 is $\frac{14.8}{27.3}$ " " — $\frac{13.8}{24.7}$ M^1 — $\frac{1^0}{2\,6}$ L^2

	PR #37 M^1	PR #37 L^2	PR #37 Total	1.05 %	PR #25 M^1	PR #25 L^2	PR #25 Total	1.05 %
Grade D	6000	—	6000	6300	7100	—	7100	7450
C	4750	540	5290	5550	5630	340	5970	9420
B	1960	212	2172	2280	2320	134	2454	2580
A	1960	212	2172	2280	2320	134	2454	2580
Sand	460	51	511	537	540	31	571	600
	213,000	15,700	228,700	240,000	257,000	9,800	261,800	275,000.

These quantities roundly were used in preliminary estimate sent to Bureau.

Sunset - Deschutes Project:-

M.P.	93.9	to	95.6	M'	equals	Sta.	1187+83.2	to 1277+50
M.P.	95.6	to	96.4	L²	"	Sta.	1277+50	to 1319+50
M.P.	96.4	to	102.9	M'	"	Sta.	1319+50	to 1663+50
M.P.	102.9	to	103.7	L²	"	Sta.	1663+50	to 1705+50
M.P.	103.7	to	106.4	M'	"	Sta.	1705+50	to 1848+50

Sherman County Project:-

M.P.	106.5	to	116.3	M'	"	Sta.	519+91±	to 0+00
M.P	116.3	to	120.3	M'		Sta.	0+00 = 0+00	to 210+50
M.P.	120.3	to	121.3	L²		Sta.	210+50	to 263+43±

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract number

Index:

INDEXING: Begins with: Contract # 922 Ends with: Contract # 1064

FLASH CARDS: Begins every Contract

Remarks:

Reel No. 7 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 6 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhodes